

**JOURNAL OF THE PROCEEDINGS
OF THE
FOREST PRESERVE DISTRICT
BOARD OF COMMISSIONERS OF COOK COUNTY**

**Chicago Botanic Garden
1000 Lake Cook Road, Glencoe, Illinois**

**Board Meeting of
Tuesday, September 11, 2012, 10:00 A.M.**



TONI PRECKWINKLE, PRESIDENT

**WILLIAM M. BEAVERS
JERRY BUTLER
EARLEAN COLLINS
JOHN P. DALEY
JOHN A. FRITCHEY
BRIDGET GAINER
JESUS G. GARGIA
ELIZABETH "LIZ" DOODY GORMAN
GREGG GOSLIN**

**JOAN PATRICIA MURPHY
EDWIN REYES
TIMOTHY O. SCHNEIDER
PETER N. SILVESTRI
DEBORAH SIMS
ROBERT B. STEELE
LARRY SUFFREDIN
JEFFREY R. TOBOLSKI**

**MATTHEW B. DeLEON
SECRETARY TO THE BOARD**

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Board of Commissioners of Cook County

PRESIDENT

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Board Meeting of Tuesday, September 11, 2012

10:00 A.M.

**Chicago Botanic Garden
1000 Lake Cook Road, Glencoe, Illinois**

OFFICIAL RECORD

President Preckwinkle in the Chair.

CALL TO ORDER

At 10:00 A.M., being the hour appointed for the meeting, the President called the Board to order.

QUORUM

Secretary to the Board, Matthew B. DeLeon called the roll of members and there was found to be a quorum present.

ROLL CALL

PRESENT: Commissioners Butler, Daley, Fritchey, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Sims, Steele, Suffredin, and Tobolski (14)

Also Present: President Preckwinkle

ABSENT: Commissioners Beavers, Collins, and Gainer (3)

INVOCATION

Rabbi James Gordon, J.D. Assistant Rabbi at Lincolnwood Jewish Congregation A.G. Beth Israel gave the invocation.

RECESS/RECONVENE

President Preckwinkle moved that the meeting do now recess for the purpose of holding the Finance Committee meeting.

BOARD RECONVENED

President Preckwinkle in the Chair.

PRESIDENT

Commissioner Gorman, seconded by Commissioner Silvestri, moved that Proposed Ordinance Amendment be referred to the Committee on the Finance (Comm. No. 12FINA0173). **The motion carried unanimously.**

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**PROPOSED ORDINANCE AMENDMENT
FOR THE FOREST PRESERVE DISTRICT OF COOK COUNTY
PROCUREMENT CODE**

ITEM #1

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

making various changes to the Forest Preserve District of Cook County (the "District") procurement code including, but not limited to, removing the requirement to advertise bids in the newspaper, streamlining the vendor disqualification process, eliminating the requirement to request permission to go out to bid, and providing the purchasing agent the option of utilizing various innovative purchasing methods similar to those utilized by the County.

PROPOSED ORDINANCE AMENDMENT

NOW, THEREFORE, BE IT ORDAINED that section 1-8-2 of the Forest Preserve District of Cook County Code of Ordinances is hereby amended as follows:

**TITLE 1 - ADMINISTRATIVE
CHAPTER 8 - DISTRICT FINANCES**

CHAPTER 8 - DISTRICT FINANCES

- 1-8-1: - RECEIPTS OF MONEY.
- 1-8-2: - CONTRACTS AND PURCHASES.
- 1-8-3: - WAGE RATES FOR PUBLIC WORKS EMPLOYEES.
- 1-8-4: - PROPERTY TAX RELIEF.

1-8-1: - RECEIPTS OF MONEY.

The heads of departments shall transmit all moneys of the Forest Preserve District received by them to the Comptroller and take his receipt therefor.

(1989 Code; Ord. No. 07-O-09-05-02, 9-5-07)

1-8-2: - CONTRACTS AND PURCHASES.

A. *Conditions and Restrictions on Awarding a Contract:*

1. *Definition of Business Entity:* Business entity as used in this subsection means a corporation, partnership, trust, association, unincorporated business or individually owned business.
 - a. *Definition of Local Business:* A local business authorized to do and doing business within the corporate limits of the County of Cook, which has the majority of its regular full-time work force located within the County.
2. *Restrictions on Awarding a Contract:* No person or business entity shall be awarded a contract or subcontract with the Forest Preserve District, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:
 - a. Has been convicted of an act committed, within the State, of bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State in that officer's or employee's official capacity;
 - b. Has been convicted of an act committed, within the State, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act;
 - c. Has been convicted of bid-rigging or attempting to rig bids under the laws of the State;
 - d. Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act;
 - e. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois;
 - f. Has been convicted of defrauding or attempting to defraud any unit of State or local government or school district within the State of Illinois;
 - g. Has made an admission of guilt of such conduct as set forth in subparagraphs a through f above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
 - h. Has entered a plea of nolo contendere to charges of bribery, price- fixing, bid-rigging or fraud, as set forth in subparagraphs a through f above.
3. *Disqualification of Business Entity:* A person or business entity shall be disqualified if:
 - a. It is convicted, or enters a plea of nolo contendere, or makes an admission of guilt to any act described in subparagraphs 2a through 2h above.
 - b. It employs as an officer any individual who was an officer, with the power to direct or cause the direction of the management and policies of the firm (including the making of obligations or the disbursing of funds), of another business entity at the time the latter committed a disqualifying act. The President, Vice President, Secretary and Treasurer of any business entity each shall be presumed, individually, to have the requisite power to direct or cause the direction of the management and policies of a business entity unless he or she is otherwise restricted through corporate charter provisions, by-law provisions,

contracts, or any other formal or informal devices.

- c. Any owner who controls directly or indirectly twenty (20) percent or more of the business was an owner who directly or indirectly controlled twenty (20) percent of another business entity at the time the latter committed a disqualifying act.
4. *Voiding Contracts:* Any contract or subcontract found to have been awarded in violation of this subsection shall be voidable at discretion of the Forest Preserve District Board of Commissioners. Payment for work completed at the time of any such voiding shall be at a quantum meruit rate less a twenty five (25) percent liquidated damage reserve.
5. *Hearing:* The determination as to whether a Person is disqualified under any provision of this Section 1-8-2 of the District's Code or has made a false statement, shall be made pursuant to the Cook County Department of Administrative Hearings pursuant to Chapter 2, Article IX, of the Cook County Code.
6. *Appeals:* Decisions of the Cook County Administrative Hearing Department shall be subject to review pursuant to the Illinois Administrative Review Act (735 ILCS 5/3-101 et. seq.).
7. *Bids to Contain Information Herein:* Specifications for all bids shall contain the information contained in this subsection and bidders shall certify that they have read the information contained herein and are not in violation thereof.
- B. *Signatures Required on Contracts:* All contracts for supplies, material or work, over \$25,000, shall be signed by the President of the Board of Commissioners and by any such other officer as the Board in its discretion may designate.
- C. *Purchases Requisitions:* All purchases shall be made on requisition only, except in cases of emergency, and then upon the authority of the General Superintendent. A requisition number will be given for the order and the requisition will be made out after the purchase price has been determined. All requisitions shall be signed or approved in writing by the head of the proper department. The accounting of each department shall be separate and distinct, and all requisitions and vouchers shall be listed and show authority for incurring the liability.
- D. *Effect of Tax or Fee Delinquency:*
 1. *Disqualification for Tax and Fee Delinquency:* No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District, pursuant to the foregoing sentence, if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.
 2. *Statement Under Oath:* Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District of Cook County Taxes and Fees

[Name of Person or Entity] is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity] represents that the following is a complete list of real estate owned by [Name of Person or Entity] in Cook County:

[List by Permanent Index Number]

3. *False Statements:* The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five (25) percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of one hundred dollars (\$100.00).
4. *Delinquency During Pendency of Contract:* If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for nonpayment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five (25) percent penalty on the amount of the delinquent tax or fee.
5. *Applicability:* This subsection D applies to all contracts and subcontracts for goods and services, including: personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this subsection D, "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or nonpayment of taxes or fees.

Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County, or any of their officers or agencies, boards, commissions or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

E. *Bids by Local Business:*

1. The Purchasing Agent shall, in the purchase of all supplies, service and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two (2) percent.
2. In this section the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its

regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, fulltime work force within the County. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

F. *Recycled Product Procurement Policy:*

1. *Purpose.* This subsection shall be known as the "Cook County Forest Preserve District Recycled Product Procurement Policy." Its purpose is to promote market development of recycled products, recyclable products, and equipment capable of using such materials by establishing preferential purchasing programs applicable to all Forest Preserve District departments and contractors, thereby diverting materials from the solid waste stream.
2. *Policies.* All departments shall whenever practicable use recycled products and recyclable products to meet their demands.
 - a. The Forest Preserve District shall whenever practicable require its contractors and consultants to use recycled products and recyclable products in fulfilling contractual obligations to the Forest Preserve District.
 - b. In procuring designated products pursuant to this subsection, the Forest Preserve District Board of Commissioners shall require recovered material and/or post-consumer material content to be factors in determining the lowest responsive bid in any competitive bidding procurement process.
3. *Definitions.* The following terms shall have the assigned definitions for all purposes under this subsection.
 - a. "Contractor" means any person, group of persons, association, partnership, corporation or other type of business entity which has a contract with the Forest Preserve District or which serves in a subcontracting capacity with an entity having a contract with the Forest Preserve District for the provision of goods and/or services;
 - b. "Designated products" means all products that have been or may be identified pursuant to Section 1-8-2.F.4. of this section as products that can be procured with significant levels of recovered materials;
 - c. "Purchasing Agent" means the director of the Forest Preserve District's purchasing department or his/her designee;
 - d. "Minimum content standards" means standards set by the Forest Preserve District Board of Commissioners, or in their absence, standards or guidelines currently promulgated by the United States Environmental Protection Agency, specifying the minimum level of recovered materials and/or post-consumer material necessary for designated products to qualify as recycled products;
 - e. "Paper and paper products" means all items manufactured from paper or paperboard;
 - f. "Post-consumer paper material" means paper, paperboard, and fibrous waste including corrugated boxes, newspapers, magazines, mixed waste paper, tabulating cards and used

cordage after the point at which they have passed through their end use as consumer items;

- g. "Post-consumer material" means only those products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from the solid waste stream for the purposes of collection, recycling, and disposition;
 - h. "Practicable" means 1) able to perform in accordance with applicable specifications; 2) offered as the low bid under the procedures in Section 1-8-2.F.5.b.; 3) available within a reasonable period of time; and 4) maintaining a satisfactory level of competition;
 - i. "Recovered material" means material and byproducts which have been recovered or diverted from solid waste, but does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (such as mill broke or home scrap);
 - j. "Recovered paper material" means paper waste generated after the completion of a paper making process, such as post-consumer material, envelope cuttings, bindery trimmings, printing waste, cutting and other converting waste, butt rolls, and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residue such as bark;
 - k. "Recycled designated product" means a product designated in or pursuant to Section 1-8-2.F.4. of this subsection that meets or surpasses the Forest Preserve District's minimum content standards, and all other criteria for qualification as specified in this subsection;
 - l. "Reusable product" means a product that can be used several times for an intended end use before being discarded, such as a washable food or beverage container or a refillable ball point pen;
 - m. "Recycle" or "recycling" means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes. For lubricating oil, the term recycling is to be synonymous with re-refining. For toner cartridges, the term recycling is to be synonymous with remanufacture;
 - n. "Recyclable" means that the product is technically capable of being recycled, and that economic markets for collecting and recycling the product exist within a reasonable distance, including steel and plastic;
 - o. "Chlorine-free paper or paper products" means recycled paper in which the virgin content is unbleached or bleached without chlorine or chlorine derivatives, or virgin paper which is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives.
4. *Designated products and recycled designated products.* For all purposes of this section, the products listed in this section or added pursuant to it are designated as products that can be readily procured with significant levels of recovered materials. Designated products shall

qualify as recycled designated products if they meet minimum content standards established in this chapter. Designated products shall include:

- a. Paper and paper products;
- b. Compost products;
- c. Horticultural mulch made with recycled land-clearing and other wood debris;
- d. Construction aggregates made with recycled cement concrete, tire rubber, glass or asphalt;
- e. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, or tire rubber;
- f. Antifreeze;
- g. Recycled plastic products, including lumber shapes, refuse carts, traffic cones, insulation, receptacle liners and recycling bins, traffic barriers and office products;
- h. Retreaded tires and products made from recycled tire rubber, including rubber mats and playfield surfaces;
- i. Toner cartridges for computer printers;
- j. Lubricating oil and hydraulic oil with re-refined oil content;
- k. Insulation products;
- l. Paint
- m. Wood products containing 50 percent or more reused or deconstructed wood;
- n. Carpeting made from recycled fibers;
- o. Office furniture;
- p. All steel products;
- q. Other products as designated by the purchasing agent.

5. *Requirements for purchasing contracts.*

- a. Invitations to bid issued by the Forest Preserve District after June 1, 2005, for the purchase of tangible goods shall contain no terms, requirements or specifications prohibiting or discouraging post-consumer or recovered material content, unless a user department provides the purchasing agent with satisfactory evidence that, for technical reasons and for a particular end use, a product containing such materials will not meet reasonable performance standards. In determining the lowest responsive and responsible bid for the purchase of designated products pursuant to invitations to bid issued after June 1, 2005, the purchasing agent shall use the procedures and evaluation criteria specified in this subsection. If the lowest price offered for a recycled designated product is not more than the specified percentage higher than the lowest offered price for that same designated product that is not recycled, the offered price for the recycled designated product shall be considered the low bid if such bidder is otherwise responsive

and responsible. The specified percentage will not be less than 10 percent. However, nothing contained in this subsection shall preclude user departments from requiring post-consumer or recovered material content as a bid specification.

- b. Each contractor supplying the Forest Preserve District with recycled designated products pursuant to an invitation to bid process initiated after June 1, 2005, shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass Forest Preserve District minimum content standards, and shall agree to reasonable verification procedures specified by the purchasing agent.
 - c. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.
 - d. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.
 - e. The Forest Preserve District shall not purchase any item whose original manufacturer places restrictions on the remanufacturing of such item by other businesses.
6. *Rules and regulations for procurement of paper and paper products.*
- a. The Forest Preserve District recycled paper procurement goal for user departments (expressed as percentage of the total volume of paper purchased) shall be not less than 60 percent by 2006 and thereafter. Each department shall be responsible for making its best effort to meet or surpass these goals.
 - b. The purchasing agent shall adopt minimum content standards for recycled paper products by June 1, 2005. Minimum content standards shall, at minimum, be consistent with standards presently promulgated by the United States Environmental Protection Agency, unless the purchasing agent determines that a different standard would significantly increase recycled product availability or competition.
 - c. The purchasing agent shall use a percentage factor of at least 10 percent in the process of determining the lowest responsive and responsible bidder for paper and paper products. For paper or paper products which are both recycled and chlorine-free, the percentage factor will not be less than 15 percent. The purchasing agent may elect to establish higher percentages to meet the goals set forth in subsection (a) herein.
 - d. All imprinted letterhead paper, copy paper, computer printer paper, and note pads used by Forest Preserve District departments shall be recycled paper containing at least 30 percent post-consumer content.
 - e. Printing press services provided by the Forest Preserve District or purchased by the Forest Preserve District from an outside vendor shall utilize soy or other vegetable-based inks. If lithographic ink is used in printing performed by the Forest Preserve District or in printing services purchased by the Forest Preserve District from an outside vendor, the ink shall contain not less than the following percentages of vegetable oil:

1. News ink, 40 percent;
2. Sheet-fed and forms ink, 20 percent;
3. Heat-set ink, 10 percent.

High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

- f. Departments shall publicize the Forest Preserve District's use of recycled paper by printing the words "Printed on Recycled Paper" on all letterhead paper and on the title page of all reports printed on recycled paper.
 - g. To reduce the volume of paper purchased, departments shall use both sides of paper sheets whenever practicable.
 - h. The purchasing agent may enter into joint purchasing with other local and state agencies to reduce the cost of recycled paper product purchases.
 - i. All bids for new equipment and services shall include language that will encourage the use of recycled paper and paper products, wherever practicable.
 - j. The Forest Preserve District shall phase in equipment to facilitate the use of recycled paper products, wherever practicable.
 - k. In instances where recycled paper and paper products may void existing warranties, service agreements, or contracts, recycled paper and paper products shall not be specified.
 - l. Requests for proposal issued by the Forest Preserve District after June 1, 2005, shall require all proposed contractors or consultants submitting proposals to agree to the following as a precondition to contract awards:
 1. All reports submitted to the Forest Preserve District or its departments by a contractor or consultant in fulfillment of contract obligations shall use recycled paper when it is available at a reasonable price. For the purpose of this paragraph, the price of recycled paper shall be considered "reasonable" if its cost is no more than ten percent higher than the lowest price offered for non-recycled paper.
 2. Reports submitted to the Forest Preserve District or its departments shall use both sides of paper sheets whenever practicable.
 3. The contractor or consultant shall maintain records of purchased paper and paper products, including product description, supplier, and amount purchased, unit prices, and justifications for any use of non-recycled paper. This information shall be submitted to the user department before contract expiration, according to procedures to be established by the purchasing department. The contractor or consultant shall be responsible for maintaining records and submitting the aforementioned information for all of its subcontractors or sub-consultants.
 - m. Printing services purchased by the Forest Preserve District from outside vendors shall be on recycled paper containing at least 30 percent post-consumer content.
7. *Annual report.* The purchasing agent shall submit to the Forest Preserve District Board of

Commissioners by each year on June 1 a report evaluating the results of the procurement program for the preceding fiscal year, including the following components:

- a. Quantities of designated products purchased by departments;
 - b. Quantities and types of recycled products purchased;
 - c. Prices and relative quantities purchased of recycled and non-recycled designated products;
 - d. A determination as to whether minimum content standards should be changed or remain the same;
 - e. An assessment of the effectiveness of the procurement program and an evaluation of program goals;
 - f. Recommendations for changes in procurement policy, including designation of additional products.
8. *Responsibilities and reporting requirements of departments.* All user departments are responsible for:
- a. Purchasing and using recycled products whenever practicable;
 - b. Documenting any technical problems that preclude the use of recycled products;
 - c. Providing written explanations to the purchasing agent for not purchasing recycled products;
 - d. Conducting comparative tests of the performance of recycled products and non-recycled products, as requested by the purchasing agent;
 - e. Transmitting to contractors, upon their request, information about their recycled products and vendors;
 - f. Collecting information from contractors about their designated product purchases before contract expiration dates;
 - g. Informing the purchasing department of potential uses of recycled products by contractors.
9. *Responsibilities of the Purchasing Department.* The purchasing department is responsible for:
- a. Disseminating recycled product information to departments;
 - b. Assisting departments in resolving problems and complaints concerning recycled product performance or availability;
 - c. Revising or amending standard bid documents and contract language where necessary to implement this subsection;
 - d. Collecting data on departmental purchases of designated products on Forest Preserve District purchase orders;
 - e. Preparing bid invitations for recycled products;

- f. Adopting and updating minimum content standards for designated recycled products.
- 10. *Exemptions.* Nothing in this subsection shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.
- 11. *Effective date of subsection.* This subsection shall apply to all Forest Preserve District procurement processes, including invitations to bid and requests for proposals, initiated after June 1, 2005.
- 12. *Severability.* Should any section, subsection, paragraph, clause or phrase of this subsection be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this subsection.
- 13. *Third Party Rights.* Nothing herein shall entitle any third party to challenge the award of any contract by the Forest Preserve District to any contractor or subcontractor, nor otherwise create rights in any bidder or prospective contractor.
- G. *Cook County Resident Employment Requirement:* For any construction project advertised, or if not advertised, awarded, after the effective date of this ordinance having an estimated contract value of \$100,000.00 or more, funded solely with Forest Preserve District of Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor or subcontractors shall be performed at least 50 percent by actual residents of the County of Cook. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.
- H. *Contracts for Supplies, Material and Work:* All contracts for supplies, materials and equipment and contractual services for the District shall be let as herein provided. All contracts for supplies, materials and equipment and contractual services for the District which involve an expenditure of more than \$25,000.00 shall be approved by the Board of Commissioners and signed by the President of the Board or his/her designee.
- I. *Powers and duties of Purchasing Agent:* The District Purchasing Agent shall, subject to the control and supervision of the President and Board of Commissioners:
 - 1. Purchase or contract for all supplies, materials and equipment, and contractual services required by any Office, department, institution or agency of the District subject to the provisions, restrictions and limitations of this Subsection;
 - 2. Establish and enforce standard and non-standard specifications established in accordance with this Subsection which shall apply to all supplies, materials and equipment purchased for the use of any Office, department, institution or agency of the District;
 - 3. Transfer to or between the various Offices, departments, institutions or agencies of the District and trade in and sell supplies, materials and equipment which are surplus, obsolete or unusable;
 - 4. Have charge of such other purchasing activities as the Board of Commissioners may assign from time to time;
 - 5. Distribute or cause to be distributed to the various Offices, departments, institutions or agencies of the District all supplies, materials and equipment purchased by the Office of the Purchasing Agent;

6. Require all vendors to submit a notarized certification or affidavit of their compliance with all requirements imposed by this Subsection on forms promulgated by the Purchasing Agent, which shall include, but shall not be limited to: an affirmation that the vendor is a registered business in good standing with the State of Illinois and, in the case of a contractor operating under an assumed name, with the County Clerk, and an affirmation with respect to Section 1-8-2(U) of this Ordinance (Child Support), Section 1-8-2(D) of this Ordinance (Taxes and Fees) and that said vendor is in compliance with the District's Ethics Act including the provisions regarding receiving and soliciting gifts and favors as well as the limitations of contributions to candidates and elected officials and an economic disclosure statement disclosing all persons or entities who have made lobbying contacts on behalf of the vendor with respect to the contract.

Except as otherwise expressly provided by law, no supplies, materials or equipment or contractual services shall be purchased or contracted for by any Elected Official, department, institution or agency of the District, or by any officer or employee thereof, but all such supplies, materials, equipment or contractual services shall be purchased or contracted for by such Purchasing Agent in accordance with this Subsection.

- J. *Rules and Regulations:* The Purchasing Agent, shall adopt, promulgate, and from time to time amend the rules and regulations for the proper conduct of his/her office. The Purchasing Agent is hereby authorized to adopt appropriate forms and procedures.
- K. *No Delegation of Power to Act for Expenditure Exceeding \$25,000.00:* The Board of Forest Preserve Commissioners shall have no power or authority to delegate to any committee or other person or persons the "power to act," when such "power to act" shall involve the letting of any contract or the expenditure of public money exceeding the sum of \$25,000.00 except in the following instances: the payment of public utility bills and the payment of rent, pursuant to the provisions of a lease previously approved by the District Board, payment of insurance premiums, agreements and other documents necessary to carry out grant-funded projects or other board authorized transactions. Any action of the Board, or of any committee thereof, or of any other person or persons in violation of this section shall be null and void. No money shall be appropriated or ordered paid by the District Board, beyond the sum of \$25,000.00 unless such appropriation shall have been authorized by a vote of the majority of the members elected to the District Board. No officer of the District, or other person shall incur any indebtedness on behalf of the District, unless first authorized by the District Board. The Purchasing Agent shall have the authority to approve purchase requisitions in an amount not exceeding \$25,000.00 without Board approval.
- L. *Contracts for a Period Exceeding One Year:*
 1. The Purchasing Agent of the District is hereby empowered and authorized to enter into contracts for the purchase of goods and services for a period to exceed one (1) year or more, subject to the approval of the Board of Commissioners of the District.
 2. Any such contract approved by the District Board and entered into by the District which is in excess of one (1) year or more, shall be a valid and binding obligation of the District.
 3. The Purchasing Agent shall have authority to enter into contracts for a period authorized by the Board, and may establish the commencement and expiration dates of any contract as necessary to permit the contract to commence upon the date of execution of the contract unless another date is specified in the contract documents. The Purchasing Agent may approve amendments to the contract provided that such amendment does not increase the amount of the contract by more than five thousand dollars (\$5,000.00) or extend the contract by more than

sixty (60) days.

- M. *Competitive Bidding Contracts*: The purchases of contracts for supplies, materials, equipment and contractual services over \$25,000.00 shall be based on competitive bids or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 1-8-2(N).
1. *Advertising for bids*: The Purchasing Agent shall post notification of the competitive bid on the Purchasing Agent's page of the District's web-site, located at www.fpdcc.com.
 2. *Development and approval of specifications and contract terms*: The Using Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder may be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.
 3. *Pre-bid conferences*. The Using Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than three (3) business days prior to the originally scheduled Bid Opening, to the Office of the Purchasing Agent. The Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a Bid Package by the Office of the Purchasing Agent.
 4. *Requests for information, clarifications or exceptions to contract documents*: As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than 3 business days prior to the Bid Opening. Upon receipt of such a request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Using Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.
 5. *Communications with bidders during bid process*: From the time a Bid Package is made available until the recommendation for award of the contract is approved by the Board, all communications from bidders must be directed in writing to the Purchasing Agent. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.
 6. *Bids to conform to conditions in advertisements*:
 - a. The District Board will not entertain or consider any bid:
 - (1) Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent;
 - (2) Not accompanied by the required certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid);

- (3) Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this Ordinance; or
 - (4) Which in any other way fails to fully comply with the terms and conditions of stated in the advertisement for bids.
- b. No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels, withdraws or modifies its bid after the bid opening will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a District contract for a period of one (1) year from the date of bid opening. No certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid) may be accepted after the exact time for submission of bids specified in the advertisement for bids;
7. *Examination and tallying of bids:* All bids shall be opened and tallied at a time predetermined by the President. The bids shall then be reported to the District Board at the next meeting after the opening thereof. If it is evident that only one qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via mail unopened. The Purchasing Agent announces this fact and that the Purchasing Agent will thereafter determine whether to re-issue the solicitation of competitive bids as a result. The Purchasing Agent will then schedule a second bid opening date to allow for the contract to be re-bid. If it is determined that an error was made in announcing the Bid or there was a failure to read all bids into the record, the Purchasing Agent shall notify the Secretary of the Board of the need to reconvene the Bid Opening to correct the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record.
8. *Evaluation of Bids:* Immediately after the Bid Opening, a post bid meeting shall be scheduled wherein the Using Department reviews bids for technical specifications and other requirements. The time intervals required to evaluate bids are not always predictable. Bidders are responsible for monitoring the web-site or, if they lack web access, for calling the Office of Purchasing Agent in order to ascertain to whom the bid has been awarded.
9. *Contract award and execution:* The final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications are executed and all due diligence is performed prior to the request to award and execute the contract.
10. *Right to reject bids reserved:* The District Board reserves the right to reject any bid for cause.
- N. *Requests for Proposals or Requests for Qualifications:*
1. Contracts over \$25,000.00 which by their nature are not adaptable to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for printing of Finance Committee pamphlets, controllers estimates, and departmental reports; contracts for the printing or engraving of bonds, tax warrants and other evidence of indebtedness; contracts for utility services such as water, light, heat, telephone, or telegraph; and contracts for the purchase of magazines, books, periodicals, and similar articles of an educational or instructional nature, and the binding of such magazines, books,

periodicals, pamphlets, reports, and similar articles shall not be subject to the competitive bidding requirements of this Section.

2. Criteria for use of requests for proposals or requests for qualifications: Proposals for contracts over \$25,000.00 not adaptable to competitive bidding shall be solicited through the issuance of requests for proposals ("RFP") or requests for qualifications ("RFQ") unless otherwise approved by the District Board. RFPs and RFQs are appropriate when competitive bidding is not practicable or advantageous to the District. RFPs and/or RFQs may result in the negotiation of a contract with one or more proposers selected as the result of an evaluation process which includes the simultaneous consideration of multiple evaluation factors.
3. Notification: In order to issue an RFP or RFQ, the Using Department must notify the Purchasing Agent in writing that it intends to issue a RFP or RFQ.
4. Prescribed content of RFPs and RFQs: All RFPs and/or RFQs shall include such forms and provisions as shall be issued from time to time by the Office of the Purchasing Agent. These forms shall include, but not be limited to: Instructions to Proposers; General Conditions; Forest Preserve District Certification and Execution Forms and a Proposer Registration Form and all additional documents as required. The Using Department shall be responsible for developing appropriate special conditions, a proposer questionnaire and a cost proposal form.
5. Review prior to issuance: RFPs and/or RFQs shall be submitted to the Office of the Purchasing Agent and Legal Department for review prior to their issuance. In addition to the direct transmittal of the RFP or RFQ to potential firms or individuals, all RFPs and RFQs shall be posted on the District's web-site.
6. Opening of RFPs and RFQs: The RFPs or RFQs shall be opened in the presence of one or more witnesses after the designated date for submission. A list of firms or individuals offering proposals or responding to RFQ's shall be submitted to the Purchasing Agent within twenty-four hours of RFP or RFQ opening. The contents of the RFP or RFQ shall not be disclosed to competing offerors during the process of negotiation. Any proposer that cancels, withdraws or modifies its proposal after the proposal due date without District approval will result in the proposer being deemed unqualified and will prohibit said proposer from receiving a District contract for a period of one (1) year. A record of proposals shall be prepared and shall be open for public inspection after contract award.
7. Evaluation: The Using Department shall identify the factors to be used in evaluating proposals, which information shall be set forth in the RFP or RFQ. These factors include, but are not limited to, price, experience and qualifications of the proposer, the quality and cost effectiveness of the proposal, and the demonstrated willingness and ability of the proposer to satisfy the requirements of the District as described in the request. The Using Department shall evaluate proposals and shall conduct any negotiations of a possible contract with one or more proposers.
8. Discussions. As provided in the RFP or RFQ, discussions may be conducted with responsible offerors who submit proposals determined to have the greatest likelihood of being selected for a contract for the purpose of clarifying and assuring full understanding of and responsiveness to the District's requirements. All offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before a recommendation is made to the Board of Commissioners for the purpose of obtaining best and final offers. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by

competing offerors. Once an offer has been recommended to the Board of Commissioners, the Using Department, Purchasing and Legal Department shall finalize the contract terms for the Board's execution consideration.

9. Recommendations. The Using Department shall recommend that the District enter into a contract with the responsible proposer whose proposal or qualifications is determined in writing to be the most advantageous to the District, taking into consideration price, qualifications and the evaluation factors set forth in the request for proposals. The Using Department shall document the results of its evaluation and the reasons for its recommendation to the Purchasing Agent. The Using Department shall be responsible for requesting the Board of Commissioners authorize a contract with the recommended proposer. The authorization of the District Board of Commissioners to enter into a contract shall not result in a contract unless and until the Board has authorized the execution of the final contract documents upon the request of the Purchasing Agent. The Purchasing Agent's request to the Board for contract execution shall be subject to the proposed contractor's compliance with all applicable laws and District procedures and to the Purchasing Agent's review of the subject contract.
10. The Purchasing Agent is expressly authorized to procure from any Federal, State or local government unit or agency thereof such surplus materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereinafter enacted without conforming to the competitive bidding requirements of this article. Regular employment contracts in the District service, whether with respect to the classified services or otherwise, shall not be subject to the provisions of this article, nor shall this article be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances, or resolutions or license, permits, or other authorization by the District Board, or by departments, offices, institutions, boards, commissions, agencies or other instrumentalities of the District, nor to contracts or transactions, other than the sale or lease of personal property pursuant to which the District is the recipient of money.

O. *Purchase Procedure:*

1. *Purchases exceeding \$25,000.00:* The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property, equipment or other property which has become obsolete or unusable shall be based on competitive bids, except as provided in Subsection 5a and (6) of this section. If the amount involved is estimated to exceed \$25,000.00, sealed bids shall be solicited by public notice on the District's web-site. Such notices shall include a general description of the commodities or contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids.
2. *Purchases of \$750.00 or less:* Purchases, excluding professional services, having a cost of \$750.00 or less may be made with "direct pay voucher" in the open market.
3. *Purchases greater than \$750.00 and less than \$25,000.00:* All purchases greater than \$750.00 and less than \$25,000.00 may be made in the open market without publication in a newspaper as above provided, but whenever practical shall be based on at least three competitive bids.
4. *Authorization for purchases over \$25,000.00:* No purchases, orders or contracts of \$25,000.00 or more shall be made unless authorized by the District Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as

provided for in Subsection 5a and 6 of this section.

5. *Determination of award:* All purchases, orders, or contracts, except those which by their nature are not adaptable to award by competitive bidding, shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles supplied, their conformity with the specifications, their suitability to the requirements of the District and the delivery terms. In the determination of the award to the lowest responsible bidder, nothing herein shall be interpreted to preclude an award to a bidder other than the lowest actual bidder if such an award is made in furtherance of affirmative action policies adopted by the District Purchasing Agent for the promotion of nondiscriminatory hiring practices and equal employment opportunity. Provided, however, that the award of all contracts shall be responsible and reasonable. Any bid may be rejected and new bids may be solicited if the public interest is served thereby. Each bid, with the name of the bidder, shall be entered on a record with the successful bid indicated thereon. After the award of the purchase, order, or contract, said record shall be open to public inspection. A copy of all contracts shall be filed with the District Legal Department and Purchasing Agent.
6. *Distribution of assets:*
 - a. Notwithstanding the provisions of Subsections (a) and (b) of this section, the District Board reserves the right to designate certain unusable, surplus and/or obsolete personal property, equipment or other property (hereinafter referred to collectively as "assets") for distribution as charitable donations. Assets may be designated for distribution as charitable donations, if:
 - (1) A determination has been made that the assets are not needed by any department or division of the District;
 - (2) The assets are of a type that would provide a beneficial service in either the medical or education fields to a another entity; and
 - (3) The recipient of the assets is a legitimate nonprofit organization, local or foreign governmental entity.
 - b. The assets shall be transferred by an appropriate instrument of transfer, which shall include:
 - (1) A provision that requires the recipient to use the property in a manner that primarily promotes the implementation or improvement of educational services available to the public; and
 - (2) A provision that indicates that ownership of the assets automatically reverts to the District if the entity at any time fails to use the property in that manner.

The responsibility for determining the recipient of the donation, pursuant to the above guidelines shall reside in the Office of the President of the District Board, with approval by the District Board.

- P. *Sole Source Procurements:* Contracts may be awarded without use of competitive sealed bidding, RFP or RFQ process when there is only one economically feasible source for the item. Sole source contracts must be indicated clearly and certified as sole source by both the Using Department and Purchasing Agent prior to District Board approval. Q. *Emergency Purchases:* The Purchasing Agent may make emergency procurements without competitive sealed bidding, RFP or RFQ process, or prior approval of the Board when there exists a threat to public health or public safety,

or when immediate expenditure is necessary for repairs to District property in order to protect against further loss of or damage to District property, to prevent, or minimize serious disruption in District services, or to ensure the integrity of District records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written description of the basis for the emergency and reasons for the selection of the particular contractor shall be included in the contract file. Said emergency purchases shall be communicated to the Board within five (5) business days of procuring said emergency purchases provided such purchases exceed \$25,000.00.

R. *Preference to Citizens on Public Works Projects:* The Purchasing Agent shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the District shall conform to the Public Works Preference Act (30 ILCS 560/0.01 et seq.). The Purchasing Agent in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to such Act.

S. *Responsible bidder for bids for construction, maintenance, and repair of public works* shall mean a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

1. All applicable laws prerequisite to doing business in the State of Illinois.
2. Evidence of compliance with:
 - (a) Federal Employer Tax Identification Number or Social Security Number (for individuals);
 - (b) Provision of Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions).
3. Certificates of insurance indicating the following coverage; general liability, workers compensation, completed operation, automobile, hazardous occupation, product liability and professional liability insurance.
4. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades covered in the Act.
5. Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors.
6. Certified payrolls as specified in 820 ILCS 130/5 for all contractors and subcontractors.

For purposes of this Section 1-8-2 S., the terms "public works" and "construction" shall have the meanings set forth in the Illinois Prevailing Wage Act, 820 ILCS 130/2. Moreover, it is expressly understood that the term "public works" shall not include snow removal, landscaping, tree trimming, and tree removal unless such activities are done in conjunction with, or in preparation for, new construction or the repair, maintenance, assembly or disassembly of equipment owned or leased by the District.

T. *Living Wage:*

1. Unless expressly waived by the District Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the District.

2. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Contract means any written agreement requiring Board approval whereby the District is committed to expend or does expend funds in connection with any contract or subcontract which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, and security guard. The term "contract" shall not include contracts with not-for-profit organizations or community development block grants.

Contracting agency means the Forest Preserve District of Cook County.

Eligible contractors means any person or business entity awarded a contract or subcontract by the District which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, leased employee, parking attendant, and security guard.

Employee means any individual permitted to work on a full-time basis by an employer in an occupation pursuant either to work performed under a specific District contract. The term "employee" does not include an individual who is the employer's parent, spouse or child or other members of the employer's immediate family. This definition of employee may be further defined by the Cook County Bureau of Human Resources.

Employer means any person or business entity that employs one or more full-time employees, excluding the parent, spouse, child or other members of the employer's immediate family. Employer does not include not-for-profit organizations.

Living wage means a minimum wage of no less than \$9.43 per hour if employee health benefits are provided, or \$11.78 per hour without health benefits. The employee health benefit contribution shall not exceed twenty-five (25) percent of the health insurance premium. As of January 1, 2006, and each January 1 thereafter, the living wage shall be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the United States Department of Health and Human Services, to constitute the following: there will be an annual adjustment calculated as one hundred (100) percent of the federal poverty line for a family of four (4) (as defined by the U.S. Department of Health and Human Services) with health benefits and one hundred twenty-five (125) percent of the federal poverty line for a family of four (4) without health benefits.

Not-for profit organization means a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under State not-for-profit law.

3. Every contract shall contain a provision or provisions stipulating that they are currently paying the living wage required to be paid to the employees listed under the definition of living wage set forth in this section and each such contract shall further contain provisions obligating the eligible contractor, or subcontractor of such eligible contractor, to pay its employees for work at not less than the living wage.
4. The Purchasing Agent shall require as part of the bidding and sole source procedure that any covered contractor provide the District certification of its compliance with this section.

5. Any contract that violates the provisions contained in this section shall be subject to cancellation by the District Board.
6. Any contractor disqualified from eligibility by the District Board shall be ineligible for two (2) years following violation of this section.
7. This section shall not apply to any contract with the District entered into prior to the effective date of the ordinance from which this section is derived.

U. *Disqualification for Non-Compliance with Child Support Orders:*

1. For purposes of this section, the following words and phrases shall have the following meanings:

Court ordered child support arrearage means that the Circuit Court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, that another Illinois court of competent jurisdiction has issued such an order.

Child support withholding notice means any income withholding notice which pursuant to the applicable governing law, directs the payor:

- (a) To withhold a dollar amount equal to the order of child support; and/or
 - (b) To withhold a dollar amount equal to or towards paying off any unpaid child support obligations; and/or
 - (c) To enroll a child as a beneficiary of a health insurance plan and withhold or cause to be withheld any required premiums, and also includes any order issued by the Circuit Court of Cook County or another Illinois court of competent jurisdiction which similarly directs the payor.
2. No person or substantial owner shall be authorized to enter into a contract or awarded a contract for supplies, materials, equipment or contractual services with the District that is delinquent in the payment of a court-ordered child support arrearage.
 3. Once a contract is awarded to a person or substantial owner subject to such an order, then after notice from the District of such noncompliance and a 30 day opportunity to cure, such delinquency shall be an event of default. Compliance shall be evidenced by canceled checks paid to obligee or official clerk's records that payments were received on behalf of obligee.
 4. The Purchasing Agent is hereby authorized to do the following:
 - (a) Investigate the child support payment records of any contractor to determine court ordered support arrearages;
 - (b) Investigate all contractors' compliance with child support withholding notices;
 - (c) Provide information on contractors to the appropriate County and State of Illinois entities, to the extent allowed by law; to assist those offices in the enforcement of child support obligations;
 - (d) Provide the names and business addresses of contractors to persons seeking to enforce court ordered child support arrearages and child support withholding notices, and their

legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and

- (e) To promulgate regulations relating to the operation of this section.

V. *Disqualification due to Prior Default or Termination:*

1. No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the District Board. The period of ineligibility shall continue for twenty-four (24) months from the date the District Board terminates the contract. In addition, the District Board may at its sole discretion terminate any and all currently existing contracts by, between, or with the District and such person or business entity.
2. Persons or business entities may apply to the District Board or persons designated by the District Board for a reduction or waiver of the ineligibility period. The application shall be in writing and shall include documentation that one or all of the following conditions have occurred:
 - (a) There has been a bona fide change in ownership or control of the business entity;
 - (b) Disciplinary action has been taken against the person responsible for the acts giving rise to the ineligibility;
 - (c) Remedial action has been taken to prevent a recurrence of the acts giving rise to the ineligibility; or
 - (d) The District Board determines that the conduct of the entity does not constitute a pattern of behavior.
3. At the request of a District department head, the District Board may suspend the ineligibility of a person or business entity in order to allow for the award of a contract. The department head shall provide sufficient facts to establish that the public health, safety or welfare of the District requires the goods and services at a comparable price and quality from other sources is not feasible. In the event the District Board grants a suspension, the period of ineligibility for the award of a new contract shall recommence from the date of completion of the contract awarded pursuant to the suspension of the ineligibility period, and shall continue for the remainder of the twenty-four (24) month period of ineligibility.
4. The determination to reduce or waive the period of ineligibility, or to suspend ineligibility for a specific contract, shall be made in writing and shall specify the reasons for the decision.
5. In addition to the ineligibility provided in this Section, the Purchasing Agent may reject a specific bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity if that person or business entity is in arrears upon any debt to the District or is in default of any Contract with the District, or is a defaulter, as surety or otherwise upon any obligation to the District, or is otherwise prohibited by law or Ordinance from entering into the Contract. In addition, the Purchasing Agent may reject a bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity deemed unqualified due to insufficient or unsatisfactory history of creditworthiness or experience in performing other contracts,

including those involving the types of responsibilities required under the Contract Documents.

- W. *False Statements:* Any person, substantial owner or business entity who knowingly makes a false statement of material fact to the District in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the District for a penalty of \$500.00. Additionally, all District contracts shall provide for up to three times the amount of damages which the District sustains because of the person's violation of this section and the District's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the District Code.

- X. *Comparative government procurement:* If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the District, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in the Procurement Code.
- Y. *Innovative procurement:* (a) the Purchasing Agent may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the District. In order to implement innovative methods of procurement, either directly or through a service provider, the Purchasing Agent must make a determination that such process is competitive and in the best interest of the District.
- Z. *Joint Procurements:* Procurements may be made pursuant to the Governmental Joint Purchasing Act, 30 ILCS § 525.
- ZZ. *Consortium and group procurements:* Procurements may be made pursuant to the District's membership or participation in a purchasing consortium, provided that the Board has approved such membership or participation, for, at least in part, the purpose of obtaining advantageous pricing and other efficiencies for the District. Procurements made through a purchasing consortium shall be approved and executed as set forth in this Procurement Code.

(Ord. of 4-6-93; Ord. of 3-6-97, §§ 1—4; Ord. No. 04-O-03-10-02, § 1, 6-8-05; Ord. of 6-8-05; Ord. No. 07-O-09-05-02, 9-5-07; Ord. No. 08-O-03, 6-4-08; Ord. of 6-4-08; Ord. No. 11-O-02, 2-9-11; Ord. No. 11-O-07, 7-13-11; Ord. No. 11-O-13, 11-2-11)

1-8-3: - WAGE RATES FOR PUBLIC WORKS EMPLOYEES.

- A. *Wage Rates Provided:* To the extent and as required by "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the District area as determined by the Department of Labor of the State as of June 1992, a copy of that determination being attached to Ordinance dated July 7, 1992, and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the District. The definition of any

terms appearing in this Section which are also used in the aforesaid Act shall be the same as in said Act.

- B. *Applied to Public Works Employment:* Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this District to the extent required by the aforesaid Act.
- C. *Rates to be Posted:* The Bureau of Human Resources (County) shall publicly post or keep available for inspection by an interested party in the main office of this Bureau of Human Resources (County) this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.
- D. *Rates to be Furnished to Employees:* The Bureau of Human Resources (County) shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.
- E. *Filing With State:* The Bureau of Human Resources (County) shall promptly file a certified copy of this Section with both the Secretary of State and the Department of Labor of the State of Illinois.
- F. *Publication:* The Bureau of Human Resources (County) shall cause to be published in a newspaper of general circulation within the area a copy of this Section, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.
- G. *Rates Included in Calling for Bids in Contracts:* The Purchasing Agent of the Forest Preserve District of Cook County shall specify in the call for bids in any contract for public works that the general prevailing rate of wages in the locality for each craft or type of laborer or mechanic needed to execute the contract to perform such work, also the general prevailing rate for legal holiday and overtime work as ascertained by the Bureau of Human Resources (County), shall be paid for each craft or type of work needed to execute the contract or to perform such work. The Purchasing Agent, in awarding the contract, shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing rate of wages, as found by the Bureau of Human Resources (County) shall be paid to all laborers, workers and mechanics performing work under the contract, and the Purchasing Agent shall also require in all such contractor's bonds that the contract include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.
- H. *Underpayment of Wages; Penalty:* In the case of any underpayment of the prevailing wage, a penalty of twenty (20) percent of the underpayment shall be assessed against the contractor or subcontractor; and the twenty (20) percent penalty shall be payable to the Illinois Department of Labor. Any underpayment that has not been repaid to a worker within thirty (30) days of violation is subject to an additional two (2) percent of the underpayment as a punitive damage assessment. This is payable to the worker.
- I. *Debarment of Contractor:* There is an automatic two (2) year debarment of any contractor or subcontractor found to have violated the Act on two (2) separate occasions. An affected contractor or subcontractor may request the Department to hold a hearing on the alleged violations within ten (10) days notification of the second violation.

(Ord. of 7-7-92; Ord. No. 07-O-09-05-02, 9-5-07)

1-8-4: - PROPERTY TAX RELIEF.

- A. Except as otherwise provided in Subsections B and C of this Section, beginning with the real estate tax levy for 1995 for real estate taxes paid in 1996 and for all subsequent years, the Board of Commissioners of the District shall not increase the aggregate real estate tax levy for the Corporate Fund, the Construction and Development Fund, the Zoological Fund and the Botanic Garden Fund (for purposes of this Section, the "Aggregate Levy") for any year over the prior year's Aggregate Levy by an amount greater than 5% or the percentage increase in the Consumer Price Index during the 12 month calendar year preceding the levy year, whichever is less. For purposes of this Section, "Consumer Price Index" means the Consumer Price Index for all Urban Consumers for all items published by the United State Department of Labor.
- B. The Board of Commissioners of the District may adopt an Aggregate Levy for any year in excess of the limitation set forth in Section A if approved by a two-thirds (2/3) vote of the Commissioners then holding office.
- C. The Board of Commissioners of the District may increase the Aggregate Levy for any year in excess of the limitation set forth in Section A to include the following pursuant to the procedure set forth in Section 18-185 of the Property Tax Code, 35 ILCS 200/18-185:
- (1) Any property annexed into the County of Cook during the levy year; and
 - (2) Any new property created in the County of Cook during the levy year.

For purposes of this Section, "new property created" means the assessed value, after final Board of Appeals action, of new improvements or additions to existing improvements on any parcel of real property that increase the assessed value of that real property during the levy year.

(Ord. of 3-1-94)

Commissioner Gorman, seconded by Commissioner Garcia, moved that the Proposed Ordinance be approved and adopted. **The motion carried unanimously.**

* * * * *

12-O-11

ORDINANCE

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board

AN ORDINANCE CREATING A FOREST PRESERVE

AN ORDINANCE CREATING A FOREST PRESERVE in part of Section 33, Township 36 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

WHEREAS, The Board of Forest Preserve Commissioners of the Forest Preserve District of Cook County, Illinois, pursuant to the statutes in such case made and provided, has from time to time acquired by purchase, condemnation, gift, grant, or devise, lands necessary and desirable for Forest Preserve

purposes containing one or more natural forests or parts thereof, or lands connecting such forests or parts thereof, or lands capable of being reforested for the purpose of protecting and preserving the flora, fauna, and scenic beauties within the Forest Preserve District of Cook County, Illinois, and to restore, restock, protect, and preserve the natural forests and said lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public; and

WHEREAS, the said Board of Forest Preserve Commissioners of the Forest Preserve District of Cook County, Illinois has also acquired in like manner lands for the consolidation of such preserves into unit areas of a size and form convenient and desirable for public use and economical maintenance and improvement, and lands for the purpose of connecting such preserves with forested ways or links in order to increase their accessibility, use, and enjoyment, and lands for improvement by forestation, roads, and pathways; and

WHEREAS, the Board of Commissioners of the Forest Preserve District of Cook County, Illinois has in a like manner acquired lands along water courses or elsewhere which, in their judgment, were required to control drainage and water conditions and necessary for the preservation of forested areas required or to be acquired as preserves and lands for the purpose of extension of roads and forested ways around and by such preserves and for parking space for automobiles and other facilities not requiring forested areas but incidental to the use and protection thereof; and

BE IT ORDAINED by the Board of Forest Preserve Commissioners of the Forest Preserve District of Cook County, Illinois as follows:

Section 1. That a unified Forest Preserve be and the same is hereby created within the Forest Preserve District of Cook County, Illinois, which shall contain and connect lands now owned and lands to be acquired in substantial accordance with the plat now on file in the office of the General Superintendent of the Forest Preserve District of Cook County, Illinois, which by reference is hereby made part thereof, and for the purposes of said Forest Preserve and for the carrying out of the statutory purposes more particularly set out in the preamble of this ordinance, it is necessary and desirable for the Forest Preserve District of Cook County, Illinois to own and it shall acquire property hereinafter described in Section 2 of this ordinance, for the purpose of creating a Forest Preserve and for Forest Preserve uses.

Section 2. That the lands referred to in Section 1 of this ordinance are more particularly described as follows:

THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N.: 27-33-300-001-0000

Section 3. This ordinance is hereby made and ordained to be severable as to each parcel of land or portion thereof or right of interest in any of the same hereby authorized to be acquired, and failure to acquire any of the said parcels of land described in Section 2 hereof or right of interest in any of the same shall not impair or invalidate the authority by this ordinance granted to hold, own, or acquire any other of said parcels or any right or interest therein, it being the intention of said Board of Forest Preserve Commissioners to carry out the general plan provided in this ordinance so far as legally and financially practicable, and to negotiate for purchases, condemn, or otherwise acquire from time to time the several parcels of land described in Section 2 hereof and all right or interest therein.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

District 17

Commissioner Suffredin, seconded by Commissioner Gorman, moved that the Proposed Resolution be approved and adopted. **The motion carried unanimously.**

* * * * *

12-R-12

RESOLUTION

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board of Commissioners

**PROCLAIMING SEPTEMBER 29, 2012,
NATIONAL PUBLIC LANDS DAY IN COOK COUNTY**

WHEREAS, the National Environmental Education and Training Foundation is coordinating the 18th Annual National Public Lands Day to be held on September 29, 2012; and

WHEREAS, National Public Lands Day was created to educate Americans about critical environmental and natural resources issues and the need for shared stewardship of valued, irreplaceable lands; to build partnerships between the public sector and local community based on mutual interests in the enhancement and restoration of America’s public lands; and to improve public lands for outdoor activities; and

WHEREAS, National Public Lands Day began in 1994 with three sites and 700 volunteers; and

WHEREAS, in 2011, more than 170,000 volunteers pitched in at 2,067 sites in all 50 states, the District of Columbia and many U.S. Territories on National Public Lands Day. Those efforts resulted in:

- the collection of an estimated 23,000 pounds of invasive plants;
- the maintenance of an estimated 1,500 miles of trails;
- the planting of an estimated 100,00 trees, shrubs and other native plants;
- the removal of an estimated 500 tons of trash; and
- the contribution of an estimated \$17 million.

WHEREAS, on September 29, 2012, volunteers will be removing invasive species and burning brush piles at Watersmeet Woods in Northfield, Illinois; and

WHEREAS, National Public Lands Day, co-sponsored by the National Environmental Education Foundation, the Bureau of Land Management, the Bureau of Reclamation, the Department of Defense, the Environmental Protection Agency, the National Park Service, U.S. Army Corps of Engineers, the U.S.

Fish and Wildlife Service and the USDA Forest Service, has become an annually anticipated event for local participation on publicly held lands in Cook County; and

WHEREAS, the Forest Preserve District of Cook County has preserved over 68,343 acres of open land, which is approximately 11 percent of Cook County's land mass; and

WHEREAS, the holdings of the Forest Preserve District represent one of the largest urban public land areas in the Country; and

WHEREAS, the Forest Preserves of Cook County provide numerous natural and cultural resources for environmental learning, wildlife appreciation, and outdoor activities; and

WHEREAS, land conservation builds awareness among urban dwellers with concerns about planned development, shared land use, preservation of wild areas and natural habitats, and the benefits realized by diligent restoration and enhancement efforts; and

WHEREAS, the Forest Preserve District recognizes the importance of educating the public about the significance of our public lands and the vital role our forest preserves play in local and regional ecosystems; and

WHEREAS, the District values and greatly appreciates the generous contributions of more than 4,000 volunteers and 41 master stewards who give their time to help manage, restore, and care for our forest preserve land each year; and

WHEREAS, the Forest Preserve District works in partnership with residents, civic organizations, governmental entities, and the business community to protect, preserve, and expand its public land holdings for the enjoyment and education of future generations.

WHEREAS, the Forest Preserve District works in partnership with residents, civic organizations, governmental entities, and the business community to protect, preserve, and expand its public land holdings for the enjoyment and education of future generations.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Forest Preserve District of Cook County does hereby proclaim September 29, 2012 National Public Lands Day in Cook County; and

BE IT FURTHER RESOLVED, Commissioners, staff, and residents are encouraged to support the 18th Annual National Public Lands Day by organizing, promoting, or participating in a work project in Cook County; and

BE IT FURTHER RESOLVED, the Forest Preserve District will keep a list of National Public Lands Day work sites in Cook County and will make this information available to residents by phone or on its website; and

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be tendered to the National Environmental Education and Training Foundation as a symbol of this auspicious occasion and let it also be spread upon the official proceedings of this Honorable Body.

Commissioner Gorman, seconded by Commissioner Garcia, moved that the Proposed Resolution be approved and adopted as amended. **The motion carried unanimously.**

* * * * *

12-R-13

RESOLUTION

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board Commissioners

HONORING WILLIAM “BILLY” EARL CASPER, JR.

WHEREAS, William “Billy” Earl Casper, Jr., was born on June 24, 1931 in San Diego, California; his father introduced him to golf at age five; and

WHEREAS, Mr. Casper attended the University of Notre Dame on a golf scholarship; and

WHEREAS, afterward Mr. Casper returned to San Diego to marry his wife, Shirley, in 1952; they have raised 11 children together; and

WHEREAS, Mr. Casper turned professional in 1954; as an American professional golfer, Mr. Casper had 68 professional wins (7th all-time) and 51 PGA Tour wins; he was a formidable leader in golf, especially from the mid-1950s to the mid-1970s; and

WHEREAS, between 1964 and 1970, Mr. Casper won 27 U.S. events on the PGA Tour – two more than Jack Nicklaus and six more than Arnold Palmer and Gary Player combined; and

WHEREAS, in 1978 Mr. Casper was inducted into the World Golf Hall of Fame, the PGA Hall of Fame in 1982 and Mr. Casper was also inducted into the Utah Golf Hall of Fame; and

WHEREAS, in 2000, Mr. Casper was ranked as the 15th greatest golfer of all time by *Golf Digest Magazine*; and

WHEREAS, Mr. Casper opened Billy Casper Golf in 1989 now the largest operator of golf facilities in the U.S. with over 130 facilities; and

WHEREAS, Mr. Casper has made a significant impact on the residents of Cook County by operating the eleven Cook County Forest Preserve District of Cook County golf facilities since 2003; and

WHEREAS, Mr. Casper has greatly increased use of the facilities by residents, as well as making a significant increase in the financial performance for Cook County

WHEREAS, Mr. Casper is considered by many to be the best putter of his era; and

WHEREAS, since finishing his professional golf career, Mr. Casper has designed many golf courses; additionally, his management company is the second-largest operator of golf courses in the United States, having managed, at one time, 125 golf facilities; and

WHEREAS, Mr. Casper is active in charitable work for children and hosts an annual tournament at the San Diego Country Club for “Billy’s Kids.”

NOW, THEREFORE, BE IT RESOLVED, that I, President Toni Preckwinkle, and the Cook County Board of Commissioners, on behalf of the residents of Cook County, do recognize William “Billy” Earl Casper, Jr., for the exceptional contributions he has made to the professional sport of golf in America, as well as for his selfless philanthropy, and may a suitable copy of this Resolution be tendered herewith to William “Billy” Earl Casper, Jr.

Commissioner Goslin, seconded by Commissioner Steele, moved that the Proposed Resolution be approved and adopted as amended. **The motion carried unanimously.**

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12-R-14

RESOLUTION

Sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners

HONORING THE POPLAR CREEK FOREST AND CARL R. HANSEN WOODS NATURE PRESERVE AND THEIR SUCCESSFUL COLLABORATION BETWEEN THE VOLUNTEERS AND FOREST PRESERVE DISTRICT OF COOK COUNTY STAFF

WHEREAS, in July, the National Association of County Parks and Recreation Officials held their annual, national awards event which recognizes and honors excellence in county, regional and special-district-level Parks and Recreation throughout the nation; and

WHEREAS, the Poplar Creek Forest and Carl R Hansen Woods Nature Preserve was selected for the Environmental/Conservation Award, recognizing the successful collaboration between volunteers and Forest Preserve staff in restoring 610 acres of diverse ecosystems including tall grass prairies and wetland habitats; and

WHEREAS, the restoration efforts resulted in the return of native plants, birds, and animals that now thrive in these healthy and diverse settings; and

WHEREAS, since 1989, volunteers have been giving more than 2,000 hours annually to this project and this award acknowledges their dedication and effort in preserving and restoring this area; and

WHEREAS, the Forest Preserve District is grateful to its staff and volunteers for their hard work and dedication to the District’s mission.

NOW, THEREFORE, BE IT RESOLVED, I, Toni Preckwinkle, President, and the Cook County Forest Preserve District Board of Commissioners, hereby congratulate the staff and volunteers who have earned this fine accolade on the restoration of this important natural area.

Commissioner Gorman, seconded by Commissioner Garcia, moved that Proposed Ordinance Amendment be referred to the Committee on the Labor (Comm. No. 12LABO001). **The motion carried unanimously.**

* * * * *

**PROPOSED RESOLUTION
TO APPROVE A COLLECTIVE BARGAINING AGREEMENT,
SALARY SCHEDULE AND WAGE ADJUSTMENTS**

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners

WHEREAS, the Forest Preserve District of Cook County (the “District”) recently received an interest arbitration award, pursuant to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/14, with respect to the wages, salary schedule, and other terms and conditions of employment for the police sergeants of the District Police Department, all of whom are members of the Illinois Fraternal Order of Police Labor Council (Sergeants) collective bargaining unit;

WHEREAS, the terms and conditions of the aforementioned interest arbitration award are incorporated into a proposed Collective Bargaining Agreement between the District and the Illinois Fraternal Order of Police Labor Council (Sergeants) for the period of January 1, 2009 through December 31, 2012;

WHEREAS, the aforesaid award provides for a retroactive salary payment as follows:

<u>Effective for hours worked beginning:</u>	<u>Increase</u>
January 1, 2009	2%
January 1, 2010	1.5%
January 1, 2011	2%
January 1, 2012	2.0%
July 1, 2012	1.0%

WHEREAS, effective January 1, 2011, the aforesaid award also provides for a newly created “Step 10” for Sergeants that have at least 25 years of service;

WHEREAS, Step 10 will be 4% higher than the Step 9 rate as of January 1, 2011;

NOW, THEREFORE, BE IT RESOLVED that the District Board of Commissioners does hereby approve the proposed Collective Bargaining Agreement between the District and the Illinois Fraternal Order of Police Labor Council (Sergeants) for the period of January 1, 2009 through December 31, 2012 including, but not limited to the retroactive wage payments and salary increases reflected therein, as outlined above, for covered employees who were duly appointed and in active payroll status with the District on the date of passage and approval of this Resolution; and

BE IT FURTHER RESOLVED, that the District Director of Human Resources, Chief Financial Officer, and Comptroller are hereby authorized to implement the Salary Schedule and wage adjustments as awarded and otherwise outlined above; and

BE IT FURTHER RESOLVED, that the District Comptroller is hereby directed to make all payments consistent with this resolution.

Adopted this 11th day of September, 2012.

COMMISSIONERS

COMMITTEE REPORTS

Commissioner Goslin, seconded by Commissioner Steele, moved that the Poll Ratification be approved and adopted as amended. **The motion carried unanimously.**

The following item was approved by poll on July 27, 2012

Real Estate July 24, 2012

In accordance with Forest Preserve District Code, Sec. 1-5-4-2 Emergency polling, the vote on the poll taken July 12, 2012 of the Board of Commissioners is as follows: 15-Yeas; 0-Nays; 1-Absent; 1-Present.

Commissioner Suffredin, seconded by Commissioner Gorman, moved that the Report of the Committee on Rules be approved and adopted. **The motion carried unanimously.**

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REPORT OF THE FOREST PRESERVE DISTRICT RULES COMMITTEE

September 11, 2012

The Honorable,
The Forest Preserve District of Cook County
Board of Commissioners

ATTENDANCE

Present: Chairman Suffredin, Commissioners Daley, Fritchey, Schneider and Silvestri (5)

Absent: Vice-Chairman Gorman, Commissioners Gainer, Sims and Steele (4)

Ladies and Gentlemen:

JOURNAL OF PROCEEDINGS FOR SEPTEMBER 11, 2012

Your Committee on Rules of the Forest Preserve District of the Board of Commissioners of Cook County met pursuant to notice on Tuesday, September 11, 2012 at the hour of 9:45 A.M. at the **Chicago Botanic Garden**, Regenstein Center, Burnstein Room, 1000 Lake Cook Road, Glencoe, Illinois.

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

12RULE0009 SECRETARY TO THE BOARD, Matthew B. DeLeon, presented in printed form a record of the Journal of the Proceedings of the Meeting held on Wednesday, July 11, 2012.

Commissioner Daley, seconded by Commissioner Schneider, moved to Approve Communication No. 12RULE0009. The motion carried.

Commissioner Fritchey voted Present on Communication No. 12RULE0009.

Commissioner Fritchey moved to adjourn the meeting, seconded by Commissioner Silvestri. The motion carried and the meeting was adjourned.

YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION WITH REGARD TO THE MATTER NAMED HEREIN:

Communication Number 12RULE0009 Approved

Commissioner Goslin, seconded by Commissioner Steele, moved that the Report of the Committee on Finance be approved and adopted. **The motion carried unanimously.**

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REPORT OF THE FOREST PRESERVE DISTRICT COMMITTEE ON FINANCE

SEPTEMBER 11, 2012

The Honorable,
The Forest Preserve District
Board of Commissioners of Cook County

ATTENDANCE

Present: President Preckwinkle and Chairman Goslin, Vice Chairman Steele, Commissioners Butler, Daley, Fritchey, Garcia, Gorman, Reyes, Schneider, Silvestri, Sims, Suffredin and Tobolski (13)

Absent: Commissioners Beavers, Collins, Gainer and Murphy (4)

Ladies and Gentlemen:

SECTION 1

JOURNAL OF PROCEEDINGS FOR SEPTEMBER 11, 2012

Your Committee has considered the following disbursements submitted by the Administration of the Forest Preserve for payments.

Your Committee, therefore, recommends that the Forest Preserve District Comptroller and Forest Preserve District Treasurer be, and by the adoption of this report, authorized and directed to issue checks to said vendors in the amounts recommended.

12FINA0140 **RELIABLE AND ASSOCIATES**, Chicago, Illinois, submitting invoice totaling \$65,550.96 for Contract Number: 10-80-62B. Total Contract Awarded: \$924,886.00. Capital Improvement Account Number: 090200-670061. Purchase Order Number: 038983. Original Board Approval Date: December 15, 2011. Description: Thatcher Woods Pavilion Renovation

District: 9

12FINA0141 **PATH CONSTRUCTION**, Arlington Heights, Illinois, submitting invoice totaling \$171,956.70 for Contract Number: 10-80-62C. Total Contract Awarded: \$737,360.00. Capital Improvement Account Number: 090200-670061. Purchase Order Number: 038984. Original Board Approval Date: December 15, 2011. Description: Dan Ryan Woods Pavilion Renovation

District: 3

12FINA0142 **GATEWAY JV**, Chicago, Illinois, submitting invoice totaling \$171,713.35 for Contract Number: 10-80-62A. Total Contract Awarded: \$531,700.00. Capital Improvement Account Number: 090200-670061. Purchase Order Number: 038982. Original Board Approval Date: December 15, 2011. Description: Eggers Grove Comfort Station Renovation

District: 4

12FINA0143 **CHICAGOLAND PAVING**, Lake Zurich, Illinois, submitting **(FINAL PAYMENT)** invoice totaling \$81,204.24 for Contract Number: 10-80-79E. Total Contract Awarded: \$189,900.00. Capital Improvement Account Number: 091000-670061. Purchase Order Number: 038965. Original Board Approval Date: November 2, 2011. Description: 40 Acre Woods Horse Trail Realignment

District: 17

12FINA0144 **BROADWAY ELECTRIC, INC.**, Elk Grove Village, Illinois, submitting invoice totaling \$51,435.00 for Contract Number: 11-80-65. Total Contract Awarded: \$221,800.00. Capital Improvement Account Number: 090200-670061. Purchase Order Number: 038980. Original Board Approval Date: December 15, 2011. Description: Replace Underground Electrical Cables for five (5) Comfort Stations at Bunker Hill

District: 13

12FINA1045 **MATTHEW PAVING**, Oak Lawn, Illinois, submitting **(FINAL PAYMENT)** invoice totaling \$116,248.25 for Contract Number: 12-80-03. Total Contract Awarded: \$847,600.10. Construction & Development Account Number: 608000-670058 &

JOURNAL OF PROCEEDINGS FOR SEPTEMBER 11, 2012

618000-670057. Purchase Order Number: 039180 & 039178. Original Board Approval Date: March 8, 2012. Description: Resurfacing Thorn Creek Bike Trail, North Creek Meadow & Plum Creek Play Meadow Parking Lots

District: 6

12FINA0146 **PAVEMENT SYSTEMS**, Blue Island, Illinois, submitting **(FINAL PAYMENT)** invoice totaling \$246,868.16 for Contract Number: 12-80-01. Total Contract Awarded: \$737,630.00. Construction & Development Account Number: 618000-670057. Purchase Order Number: 039220. Original Board Approval Date: April 4, 2012. Description: Resurfacing Parking Lots at Yankee Woods, Burr Oak Woods, Rubio Woods, Bachelor's Grove & Elizabeth A. Conkey Forest South

District: 6

12FINA0147 **J & R FIRST IN ASPHALT**, Hickory Hills, Illinois, submitting **(FINAL PAYMENT)** invoice totaling \$30,438.62 for Contract Number: 10-80-79F. Total Contract Awarded: \$400,318.36. Construction & Development Account Number: 598000-670058. Purchase Order Number: 038665. Original Board Approval Date: July 13, 2011. Description: Dan Ryan Woods Bicycle Trail Improvements

District: 3

12FINA0148 **GREENPLAY LLC**, Lafayette, Colorado, submitting invoice totaling \$33,596.18 for Contract Number: 12-80-18. Total Contract Awarded: \$230,000.00. Construction & Development Account Number: 618000-620040. Purchase Order Number: 039233. Original Board Approval Date: April 4, 2012. Description: Consulting Services-Recreation Master Plan

Districts: Districtwide

12FINA0149 **URS CORPORATION**, Chicago, Illinois, submitting invoice totaling \$66,137.51 for Contract Number: 11-80-46. Total Contract Awarded: \$192,500.00. Land Acquisition Account Number: 066000-680010. Purchase Order Number: 038974. Original Board Approval Date: July 13, 2011. Description: Review & Update of 1994 Land Acquisition Plan

Districts: Districtwide

12FINA0150 **ENCAP, INC**, Sycamore, Illinois, submitting invoice totaling \$138,403.72 for Contract Number: 11-31-111C. Total Combined Contract Awarded: \$2,100,000.00. Capital Improvement, Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039037. Original Board Approval Date: January 19, 2012. Description: Prescribed Burning & Vegetation Management - Central

Districts: 16 & 17

12FINA0151 **ENCAP, INC**, Sycamore, Illinois, submitting invoice totaling \$183,027.70 for Contract Number: 11-31-112S. Total Combined Contract Awarded: \$2,100,000.00. Capital Improvement, Restoration Landscape Account Number: 090200-670055. Purchase Order

JOURNAL OF PROCEEDINGS FOR SEPTEMBER 11, 2012

Number: 039030. Original Board Approval Date: January 19, 2012. Description: Prescribed Burning & Vegetation Management - South

Districts: 5, 16 & 17

12FINA0152 **PIZZO AND ASSOCIATES**, Leland, Illinois, submitting invoice totaling \$68,991.45 for Contract Number: 11-31-110N. Total Combined Contract Awarded: \$2,100,000.00. Capital Improvement, Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039017. Original Board Approval Date: January 19, 2012. Description: Habitat Enhancement & Maintenance – North

Districts: 12, 13, 14, 15 & 17

12FINA0153 **GROUNDSCKEEPER LANDSCAPE**, Orland Park, Illinois, submitting invoice totaling \$50,000.00 for Contract Number: 12-31-107. Total Contract Awarded: \$105,805.00. Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039374. Original Board Approval Date: July 11, 2012. Description: Tree Removal Due to Emerald Ash Borer

Districts: 5 & 6

12FINA0154 **FRIENDS OF THE FOREST PRESERVE**, Skokie, Illinois, submitting invoice totaling \$151,606.00 for Contract Number: Total Contract Awarded: \$300,000.00. Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039278. Original Board Approval Date: May 2, 2012. Description: Prescribed Burning & Vegetation Management

Districts: Districtwide

12FINA0155 **ARIENS CO.**, Brillion, Wisconsin, submitting invoice totaling \$167,128.52 for Contract Number: GS-21F-0080V. Total Contract Awarded: \$167,128.52. Vehicles and Trucks Account Number: 090200-660051. Purchase Order Number: 039332. Original Board Approval Date: July 11, 2012. Description: Seventeen (17) Gravely Riding Mowers

Districts: Districtwide

12FINA0156 **SASAFRASNET, LLC**, Chicago, Illinois, submitting invoice totaling \$217,031.25 for Contract Number: 11-53-063R. Total Contract Awarded: \$4,708,095.00. Corporate Gasoline and Oil Account Number: 015100-640170. Purchase Order Number: 039124. Original Board Approval Date: December 15, 2011. Description: Motor Fuel for Vehicles and Trucks

Districts: Districtwide

JOURNAL OF PROCEEDINGS FOR SEPTEMBER 11, 2012

12FINA0157 **STANLEY SECURITY SOLUTIONS**, Lombard, Illinois, submitting invoice totaling \$25,752.50 for Contract Number: GS-07F-5835R. Total Contract Awarded: \$100,000.00. Capital Outlays Account Number: 618000-630000. Purchase Order Number: 038675. Original Board Approval Date: April 7, 2011. Description: Locks and Hardware for District Buildings

Districts: Districtwide

12FINA0158 **R.J. THOMAS MANUFACTURING**, Cherokee, Iowa, submitting invoice totaling \$239,660.00 for Contract Number: GS-07F-9714G. Total Contract Awarded: \$239,660.00. Capital Outlays Account Number: 618000-630000. Purchase Order Number: 039193. Original Board Approval Date: April 4, 2012. Description: 1,000 – ADA Accessible Metal Leg Picnic Tables

Districts: Districtwide

12FINA0159 **SYSTEM SOLUTIONS**, Northbrook, IL submitting invoice totaling \$50,799.00 for Contract Number: 11-84-167 A&C. Total Contract Awarded: \$200,000.00. District Wide Computer Equipment Account Number: 090200-660021. Purchase Order Number: 039343. Original Board Approval Date: July 11, 2012. Description: Computer Software and Hardware

Districts Districtwide

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER SILVESTRI, MOVED APPROVAL OF THE DISBURSEMENTS. THE MOTION CARRIED.

SECTION 2

Your Committee has considered the following communications with reference to the proposed settlements.

Your Committee, concurring in the recommendations of the District Counsel, recommends that the Forest Preserve District Comptroller and Forest Preserve District Treasurer prepare checks in the amounts recommended by the District Counsel in order that the payments may be set in accordance with the request of the upon proper release from the District Counsel.

12FINA0160

Finance Subcommittee on Litigation of the
Forest Preserve District.....July 11, 2012

Proposed Settlements Approved Fiscal Year 2012 To Present: \$291,809.00

Proposed Settlements To Be Approved: \$26,516.19

Legal Fees Approved Fiscal Year 2012 To Present: \$824,357.65

Legal Fees for 7/11/12 To Be Approved: \$98,650.16

***For details on payment approvals by the Litigation Subcommittee, refer to the Litigation Subcommittee Report for July 11, 2012.**

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER TOBOLSKI,
MOVED APPROVAL OF THE PROPOSED SETTLEMENTS. THE MOTION
CARRIED.**

Finance Subcommittee on Litigation of the
Forest Preserve District.....September 10, 2012

Proposed Settlements Approved Fiscal Year 2012 To Present: \$318,325.19

Proposed Settlements To Be Approved: \$175,000.00

Legal Fees Approved Fiscal Year 2012 To Present: \$923,007.81

Legal Fees for 9/10/12 To Be Approved: \$148,869.79

***For details on payment approvals by the Litigation Subcommittee, refer to the Litigation Subcommittee Report for September 10, 2012.**

**COMMISSIONER SILVESTRI, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF THE PROPOSED SETTLEMENTS. THE MOTION
CARRIED.**

Finance Subcommittee on Workers' Compensation
of the Forest Preserve District.....September 10, 2012

Workers' Compensation Claims Approved Fiscal Year 2012 To Present: \$148,431.70

Workers' Compensation Claims To Be Approved: \$5,500.00

***For details on payment approvals by the Workers' Compensation Subcommittee, refer to the Workers' Compensation Subcommittee Report for September 10, 2012.**

**COMMISSIONER SCHNEIDER, SECONDED BY COMMISSIONER REYES,
MOVED APPROVAL OF THE WORKERS' COMPENSATION CLAIMS. THE
MOTION CARRIED.**

SECTION 3

Your Committee has considered the bids submitted on the items hereinafter described in accordance with the specifications on file in the Office of the Forest Preserve District Purchasing Agent. Communications from the Forest Preserve District Purchasing Agent submitting recommendations on the award of contracts for said item, be and by the adoption of this Report, awarded as follows. Any money if deposited will be returned to the unsuccessful bidders at once and to the successful bidder upon the signing of the contract.

12FINA0161

PROPOSED CONTRACT FOR THE REMOVAL OF TREES
DUE TO THE EMERALD ASH BORER INFESTATION IN REGION 8

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Vega Tree Service, Stone Park, Illinois.

Reason: Contract 12-31-109 consists of the removal of eight hundred and twenty-one (821) trees in Region 8, Tinley Creek Division, due mostly to impacts from the Emerald Ash Borer, in accordance with the specifications of the Forest Preserve District of Cook County (the "District"). Vega Tree Service, Stone Park, Illinois, was the lowest responsive and responsible of seven (7) bidders.

The District Board granted permission to advertise this project for bid on April 7, 2011.

Sealed bids were received, opened and publicly read at the Bid Opening on July 27, 2012.

The bid results were as follows:

1. Vega Tree Service	\$52,600.00
2. Clean Cut Trees	\$83,500.00
3. Groundskeeper Landscape	\$84,958.00
4. Homer Tree Service	\$99,656.00
5. Winkler's Tree & Landscaping	\$107,234.00
6. Custom Tree Care	\$150,398.50
7. Trees R Us, Inc.	\$174,200.00

Vega Tree Service is in good standing with the State of Illinois.

Estimated Fiscal Impact: **\$52,600.00**

Contract period: Fifty-days (50) from issuance of purchase order

Account: Capital Improvement Fund/090200-670055

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Districts: 5 & 6

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0161). THE MOTION CARRIED.

12FINA0162

**PROPOSED CONTRACT FOR THE REHABILITATION
OF POPLAR CREEK WILDLIFE HEADQUARTERS**

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Path Construction Co., Arlington Heights, Illinois, for Rehabilitation of Poplar Creek Wildlife Headquarters.

Contract Number 10-80-61 consists of selective demolition, concrete, masonry, miscellaneous metals, carpentry, casework, metal walls and panels, insulation, doors, frames and hardware, overhead doors, windows, drywall, flooring, painting, appliances, walk-in cooler, overhead rail and trolley system, clean agent extinguishing system, mechanical, electrical, plumbing, septic system and other related incidental work necessary to complete this improvement according to Plans, Standard Specifications and Detail Specifications. Path Construction Co. was the lowest responsive and responsible of six (6) bidders.

Sealed bids were received, opened and publicly read at the Bid Opening on August 15, 2012. The Forest Preserve District of Cook County staff requests approval to award a contract to Path Construction Co.

The bid results were as follows:

1. Path Construction Co.	\$2,222,000.00
2. Pacific Construction Services, Inc.	\$2,415,000.00
3. Simpson Construction Co.	\$2,469,000.00
4. Efraim Carlson & Son, Inc.	\$2,480,000.00
5. Tyler Lane Construction Inc.	\$2,653,087.00*
6. Paul Borg Construction	\$3,041,544.00

*Note: The bid amount announced at the bid opening contained a mathematical error. The bid amount listed herewith has corrected that error.

Path Construction Co. is in good standing with the State of Illinois.

The Forest Preserve District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$2,222,000.00

Contract Period: Three-Hundred and Ninety-Five (395) Days from Notice to Proceed

Account: Construction and Development/588000-670061 & Capital Improvement/091000-670061 & 090200-670061

District: 15

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0162). THE MOTION CARRIED.

12FINA0163

PROPOSED CONTRACT FOR SIGNAGE MAINTENANCE SERVICES

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the “District”) to enter into a contract with Western Remac Inc., Woodridge, Illinois, for Signage Maintenance Services in the Forest Preserve District of Cook County (the “District”).

Contract Number 12-80-16-Rebid consists of all labor, equipment and materials including, but not limited to, furnishing and installing new and replacement signage throughout the District. Signage furnished includes various sizes of recycled plastic posts, aluminum panels, corrugated plastic panels, aluminum tee extrusions, panel frames and display cases. Furnished items will replace District stock and be installed at various locations throughout the District upon request as specified in the Plans, Standard Specifications and Detailed Specifications.

Sealed bids were received, opened and publicly read at the Bid Opening on August 24, 2012, after posting for a second time due to the lack of more than one bid at the first Bid Opening date on August 8, 2012. The Forest Preserve District of Cook County staff requests approval to award a contract to Western Remac Inc. Western Remac Inc. was the only responsive and responsible bidder after two bid postings.

The bid results were as follows:

1. Western Remac Inc.	\$ 428,453.00
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Western Remac Inc. is in good standing with the State of Illinois.

The Forest Preserve District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$428,453.00

Contract Period: Twenty-Four (24) Months from Notice to Proceed with option to extend for an additional twelve (12) months

Accounts: Planning & Development - Construction & Development Site Identification/588000-670065, 608000-670065, 618000-670065, and 528000-670065 & Capital Improvement Fund, Building, Bridges & Misc. Structures/090200-670061

Districts: Districtwide

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0163). THE MOTION CARRIED.

12FINA0164

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

PROPOSED CONTRACT FOR FENCE REMOVAL

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Northern Illinois Fence, Inc., Cortland, Illinois, for Fence Removal.

Contract Number 12-80-51 (Revised) consists of all labor, equipment and materials for the demolition and removal of approximately 12,000 lineal feet of existing chain link fence at various locations within the Forest Preserve District of Cook County (the "District") and other related incidental work necessary to complete this improvement according to plans, Standard Specifications and Detailed Specifications.

Sealed bids were received, opened and publicly read at the Bid Opening on August 8, 2012. District staff requests approval to award a contract to Northern Illinois Fence, Inc. Northern Illinois Fence, Inc., was the lowest responsive and responsible of nine (9) bidders.

The bid results were as follows:

1. Northern Illinois Fence, Inc.	\$ 78,269.60
2. Anthem Excavation & Demolition	\$129,764.00
3. Earthwerks	\$130,360.00
4. Standard Fence Co.	\$139,300.00
5. Pro-Fence, Inc.	\$184,920.00
6. The Construction & Design Group, Inc.	\$234,898.40
7. Beverly Environmental	\$258,960.00
8. Anchor Mechanical, Inc.	\$293,628.00
9. AGAE Contractors, Inc.	\$457,665.20

Northern Illinois Fence, Inc. is in good standing with the State of Illinois.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$78,269.60

Contract Period: Fifty-Three (53) Days from Notice to Proceed

Account: Construction & Development Fences, Gates & Concrete Units/598000-670256, 618000-670256, 528000-670256

Districts: 9, 16 & 17

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0164). THE MOTION CARRIED.

12FINA0165

**PROPOSED CONTRACT FOR THE
REMOVAL OF TREES DUE TO THE EMERALD ASH
BORER INFESTATION IN REGION 2**

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Clean Cut Tree Service, Lake Villa, Illinois.

Reason: Contract 12-31-111 consists of the removal of two-thousand three hundred and eighty-eight (2,388) trees in Region 2, Northwest Division, due mostly to impacts from the Emerald Ash Borer, in accordance with the specifications of the Forest Preserve District of Cook County (the "District").

The District Board granted permission to advertise this project for bid on April 7, 2011. Sealed bids were received, opened and publicly read at the Bid Opening on August 10, 2012. Clean Cut Tree Service, Lake Villa, Illinois, was the lowest responsive and responsible of seven (7) bidders.

The bid results were as follows:

1. Clean Cut Trees	\$149,000.00
2. Central Forestry	\$163,000.00
3. Groundskeeper Landscape	\$227,890.00
4. Homer Tree Service	\$247,838.20
5. Trees R Us, Inc.	\$248,590.00
6. Nature Tree	\$261,960.00
7. Winkler's Tree & Landscaping	\$344,000.00

Clean Cut Tree Service is in good standing with the State of Illinois.

Estimated Fiscal Impact: **\$149,000.00.**

Contract period: Ninety (90) working days from issuance of purchase order.

Account: Capital Improvement Fund/090200-670055

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

District: 14

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0165). THE MOTION CARRIED.

12FINA0166

**PROPOSED CONTRACT FOR REMOVAL AND CONSTRUCTION OF
NEW CONCRETE PATHS AT PERKINS WOODS**

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with A. Lamp Concrete Contractors, Inc., Schaumburg, Illinois, for concrete paths at Perkins Woods.

Contract Number 12-80-38 (Revised) consists of removal of existing damaged asphalt paths and construction of new portland cement concrete paths. Work includes portland cement concrete paving, culverts removal and replacement, and other related incidental work necessary to complete this improvement according to Plans, Standard Specifications and Detail Specifications.

Sealed bids were received, opened and publicly read at the Bid Opening on August 15, 2012. The Forest Preserve District of Cook County staff requests approval to award a contract to A. Lamp Concrete Contractors, Inc. A Lamp Concrete Contractors, Inc., was the lowest responsive and responsible of four (4) bidders.

The bid results were as follows:

1. Whiteline Construction Inc.	\$120,932.50*
2. Chicagoland Paving	\$165,101.25
3. A Lamp Concrete Contractors Inc.	\$166,731.00**
4. Oakk Construction	\$222,418.65

* Whiteline Construction Inc. withdrew their bid.

**** A Lamp Concrete Contractors Inc. was selected based on the fact they are a bona fide local business within Cook County. Chicagoland Paving is based in Lake County. Per Section 1-8-2.E,**

preference may be given to the lowest bid from a responsive and responsible local business which does not exceed the lowest bid from a responsive and responsible non local business by more than 2%.

A Lamp Concrete Contractors Inc. is in good standing with the State of Illinois.

The Forest Preserve District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$166,731.00

Contract Period: Sixty (60) Days from Notice to Proceed

Account: Construction & Development Parking Project 598000-670045, 608000-670045, 618000-670045, 528000-670045 and Capital Improvement Funds/090200-670045

Districts: 13

THE ABOVE COMMUNICATION NO. 12FINA0166 WAS WITHDRAWN AT THE REQUEST OF THE SPONSOR.

12FINA0167

**PROPOSED CONTRACT TO REPLACE WATER PIPES
FOR THE BOATING CONCESSION BUILDING AT TAMPPIER LAKE**

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

Requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Patnick Construction, Inc., Bensenville, Illinois to replace existing water pipes for the boating concession building at Tampier Lake.

Contract Number 12-80-49 consists of replacing existing water pipes for boating concession building at Tampier Lake and other related work to complete this improvement as specified in the Plans, Standard Specifications & Detail Specifications.

Sealed bids were received, opened and publicly read at the Bid Opening on August 10, 2012. District staff requests approval to award a contract to Patnick Construction, Inc. Patnick Construction, Inc., was the lowest responsive and responsible of three (3) bidders.

The bid results were as follows:

1. Patnick Construction, Inc.	\$184,800.00
2. Calumet City Plumbing	\$189,700.00
3. Century Contractors	\$337,600.00

Patnick Construction, Inc., is in good standing with the State of Illinois.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$184,800.00

Contract Period: Forty (40) Days from Notice to Proceed

Account: Capital Improvement Fund/091000-670061 and 090200-670061

District: 17

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0167). THE MOTION CARRIED.

12FINA0168

PROPOSED CONTRACT TO REPLACE DROP GATES

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into four (4) contracts with Neetz Brothers Construction, Inc., Lemont, Illinois, for replacing drop gates.

Informal bid requests were issued for removal and replacement of drop gates and other related incidental work necessary to complete this improvement according Detailed Specifications.

Sealed bids were received and opened on July 25, 2012 for all four contracts. The Forest Preserve District of Cook County (the "District") staff requests approval to award the following contracts to Neetz Brothers Construction, Inc., the lowest responsible bidder on all four informal contracts. Neetz Brothers Construction, Inc. was the lowest responsive and responsible of six (6) bidders.

The bid results were as follows:

	<u>North East</u>	<u>North West</u>	<u>South East</u>	<u>South West</u>
1. Neetz Brothers Construction Inc.	\$9,763.00	\$15,847.00	\$11,119.00	\$16,279.00
2. Pan-Oceanic	\$14,650.00	\$33,500.00	\$19,900.00	\$44,550.00
3. Law Ventures Ltd.	\$17,300.00	\$35,725.00	\$20,200.00	\$38,800.00
4. Robe Inc.	\$17,380.00	\$35,500.00	\$20,290.00	\$34,610.00
5. B&T Services*	\$19,900.00	\$41,850.00	\$19,750.00	\$34,300.00
6. Mathew Paving, Inc.	No Bid	No Bid	\$13,525	\$25,850.00

*B&T Services are debarred by the Illinois Department of Labor from an award of a contract or a subcontract for public works projects.

Neetz Brothers Construction Inc. is in good standing with the State of Illinois.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$53,008.00

Contract Period: One (1) Year from Notice to Proceed

Account: Construction & Development Parking Project/598000-670045, 608000-670045, 618000-670045, 528000-670045 and Capital Improvement Funds/ 090200-670045

Districts: Districtwide

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0168). THE MOTION CARRIED.

12FINA0169

**PROPOSED CONTRACT FOR BOARDWALK IMPROVEMENTS AT
SAND RIDGE NATURE CENTER**

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (the "District") to enter into a contract with Industria, Inc., Chicago, Illinois, for boardwalk improvements at Sand Ridge Nature Center.

Contract Number 12-80-23 consists of replacing a timber boardwalk at Sand Ridge Nature Center. The proposed improvements consist of site grading, construction of a timber boardwalk and other related incidental work necessary to complete this improvement according to Plans, Standard Specifications and Detail Specifications. Sealed bids were received, opened and publicly read at the Bid Opening on August 15, 2012. The Forest Preserve District of Cook County (the "District") staff requests approval to award a contract to Industria, Inc. Industria, Inc. was the lowest responsive and responsible of three (3) bidders.

The bid results were as follows:

1. Industria, Inc.	\$375,446.00
2. Engineered Constructors	\$428,157.00
3. CMM Group, Inc.	\$539,667.00

Industria, Inc. is in good standing with the State of Illinois.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Board Approval to solicit bids: January 19, 2012

Estimated Fiscal Impact: \$375,446.00

Contract Period: Two-Hundred and Ten (210) Days from Notice to Proceed

Account: Construction & Development Parking Project/598000-670045, 608000-670045, 618000-670045, 528000-67004, Capital Improvement Fund, Trails, Shelters and Ramp Account/090200-670045

District: 4

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0169). THE MOTION CARRIED.

12FINA0170

REJECT AND REBID
GENERAL HEADQUARTERS EXTERIOR RENOVATION

Transmitting a Communication, dated September 11, 2012 from

ARNOLD RANDALL, General Superintendent

requesting authorization for the Purchasing Agent to reject all bids and advertise to re-bid General Headquarters Exterior Building Renovations.

Reason: Contract 11-80-56A consists of the restoration of some of 79 existing historic wood windows, furnishing and installing new wood screen/storm windows for energy efficiency improvements, abating existing asbestos and lead containing materials, selective rehabilitation and staining of existing wood trim and siding, masonry cleaning, painting, minor stucco repairs, minor slate roofing repairs for the District's General Headquarters including all work necessary to complete this improvement according to Plans, Standard Specifications and Detail Specifications.

The Forest Preserve District Board of Cook County granted permission to re-advertise this project for bid on January 19, 2012. Sealed bids were received, opened and publicly read at the Bid Opening on August 8, 2012.

All bids exceeded the estimated cost of the project. The bid results ranged from \$975,320.00 to \$987,000.00

The District will include the scope of this work in a larger building rehabilitation project with revised specifications and General Conditions.

District: 9

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0170). THE MOTION CARRIED.

12FINA0171

REJECT AND REBID
CONSTRUCTION OF FIVE FLUSH TOILETS

Transmitting a Communication, dated September 11, 2012 from

ARNOLD RANDALL, General Superintendent

requesting authorization for the Purchasing Agent to reject all bids and advertise to re-bid Construction of Five Flush Toilets at Various Sites Throughout the District

Reason: Contract Number 12-80-28 consists of excavation, concrete, masonry, carpentry, roofing, electrical, plumbing and other related work necessary to complete this improvement according to Plans, Standard Specifications and Detail Specifications.

The Forest Preserve District Board of Cook County posted this project for bid and sealed bids were received, opened and publicly read at the Bid Opening on May 23, 2012.

All bids exceeded the estimated cost of the project. The bid results ranged from \$994,000.00 to \$1,070,809.00 Since the bid opening, the District has also determined specific locations and utility requirements for the new flush toilets. The District seeks to gain efficiencies by combining utility and building construction work and encourage additional bidders by revising the specifications to bid each location separately. The locations of the proposed buildings are dispersed throughout Cook County.

The District will rebid with revised specifications and General Conditions.

Districtwide

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER TOBOLSKI, MOVED APPROVAL OF BID RECOMMENDATION (12FINA0171). THE MOTION CARRIED.

SECTION 3

12FINA0172

Your Committee was presented with the Revenue Report for the period ended July 31, 2012 for the Corporate Fund, as presented by the Finance and Administration Department.

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER SIMS, MOVED TO RECEIVE AND FILE THE REVENUE REPORT. THE MOTION CARRIED.

SECTION 4

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

12FINA0112

Submitting a Proposed Ordinance Amendment sponsored by

LARRY SUFFREDIN, Forest Preserve District of Cook County Board Commissioners

BE IT ORDAINED, by the Forest Preserve District of Cook County Board of Commissioners, that Title I, Chapter 8, Section 1-8-2 of the Forest Preserve District of Cook County Code is hereby enacted as follows:

1-8-2: - CONTRACTS AND PURCHASES.

S. *Responsible bidder for bids for construction, maintenance, and repair of public works* shall mean a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

1. All applicable laws prerequisite to doing business in the State of Illinois.
2. Evidence of compliance with:
 - (a) Federal Employer Tax Identification Number or Social Security Number (for individuals);
 - (b) Provision of Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions).
3. Certificates of insurance indicating the following coverage; general liability, workers compensation, completed operation, automobile, hazardous occupation, product liability and professional liability insurance.
4. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades covered in the Act.

5. For contracts over \$150,000. ~~A~~ active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors.
6. Certified payrolls as specified in 820 ILCS 130/5 for all contractors and subcontractors.

For purposes of this Section 1-8-2 S., the terms "public works" and "construction" shall have the meanings set forth in the Illinois Prevailing Wage Act, 820 ILCS 130/2. Moreover, it is expressly understood that the term "public works" shall not include snow removal, landscaping, tree trimming, and tree removal unless such activities are done in conjunction with, or in preparation for, new construction or the repair, maintenance, assembly or disassembly of equipment owned or leased by the District.

***Referred to the Committee on Finance on 6/6/12.**

****Deferred at the Finance Committee Meeting on 7/11/12 to the September 11, 2012 Finance Committee Meeting.**

COMMISSIONER SUFFREDIN, SECONDED BY COMMISSIONER SILVESTRI, MOVED TO RECEIVE & FILE COMMUNICATION NO. 12FINA0112. THE MOTION CARRIED.

SECTION 5

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

11FINA0194

Submitting a Proposed Ordinance Sponsored By

EDWIN REYES, JESUS G. GARCIA and ROBERT B. STEELE, Forest Preserve District of Cook County Board of Commissioners

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

WHEREAS, currently, the Forest Preserve District of Cook County does not have an ordinance requiring a percentage of District contracts and construction contracts be with Minority-and Women-owned Business Enterprises (M/WBE); and

WHEREAS, minority and women's businesses have contributed significantly to the economic development of the community, and played a similar role in increasing employment, including that of minorities; and

WHEREAS, M/WBE continue to be awarded prime contracts and subcontracts in dollar amounts that are disproportionately lower than the availability of such businesses willing and able to perform Forest Preserve District contracts; and

WHEREAS, in 1988, Cook County adopted the Minority-and Women-Owned Business Enterprises Ordinance establishing an affirmative action program to ensure the full and equitable participation of

minority and female owned businesses in the County's procurement process as both prime contractors and subcontractors; and

WHEREAS, in 1993, Cook County amended the Minority-and Women-Owned Business Enterprises Ordinance to include specific minority and women participation goals in construction contracts, which was declared unconstitutional in *Builders Association of Greater Chicago v. Cook County*, 123 F.Supp.2d 1087 (N.D. Ill. 2000); and

WHEREAS, to ensure that the County did not passively participate in discrimination against Minority-and Women-owned Business Enterprises, Cook County adopted the Minority-and Women-owned Business Enterprise Construction Interim Ordinance in 2006; and

WHEREAS, the District is committed to a policy of preventing discrimination in the award of or participation in District contracts and eliminating arbitrary barriers to full participation in such contracts by all persons regardless of race, sex or ethnicity; and

WHEREAS, with the absence of affirmative action remedies for both procurement and construction contracts, the Forest Preserve District of Cook County is allowing itself to be a passive participant in discrimination against Minority-and Women-owned Business Enterprises; and

WHEREAS, it is the District's desire to affirm its commitment to full and fair opportunities for all firms to participate in its procurement and construction contracts.

NOW, THEREFORE, BE IT ORDAINED, by the Forest Preserve District of Cook County Board of Commissioners that Title 1 Administration, Chapter 8 District Finances, Section 1-8-5 Minority and Women Owned Business Enterprises of the Code of the Forest Preserve District of Cook County hereby is enacted as follows:

1-8-5: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

1-8-5a: SUBDIVISION I. GENERAL PROVISIONS

A. *Short Title.* This division shall be known and may be cited as the Forest Preserve District of Cook County Minority- and Women-Owned Business Enterprise Ordinance.

B. *Purpose; Policy and Findings.*

1. It is the public policy of the District to ensure the full and equitable participation of minority and female owned businesses in the District's procurement process as both prime and subcontractors.
2. The District is committed to a policy of preventing discrimination in the award of or participation in District contracts and eliminating arbitrary barriers to full participation in such contracts by all persons, regardless of race, sex, or ethnicity.
3. Minority and women's businesses have contributed significantly to the economic development of the community, and played a similar role in increasing employment, including that of minorities.
4. Various Federal, State and local legislative bodies and governmental agencies have

adopted affirmative action programs in order to eradicate the practice of racial, ethnic and sexual discrimination in the award of public contracts.

5. The District has heretofore adopted a Minority Business Enterprise Ordinance to ensure that minority and women's businesses are provided full and equal opportunity to participate in District contracts.
6. The Supreme Court of the United States in *City of Richmond v. Croson*, 488 U.S. 469 (1989), has enunciated certain standards which are necessary to maintain effective affirmative action programs in compliance with constitutional requirements.
7. The District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *City of Richmond v. Croson*.

C. *Definitions.* The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Bona fide resident of the District" means a person whose legal and actual residency is within the borders of Cook County.
2. "Certified" or "certification" means registration of the Minority Business Enterprises or Women's Business Enterprise status of a business in Cook County's Directory of Minority Business Enterprises, Women's Business Enterprises and Disadvantaged Business Enterprises ("PCE Directory").
3. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. The contractor must perform a distinct element of work which the business has the skill and expertise to perform and have the responsibility of actually performing, managing and supervising such element of work.
4. "Contract Compliance Administrator" (CCA) means the Contract Compliance Administrator of Cook County.
5. "Contractor" means any person or business entity that bids on or enters into a Contract with the District, and includes all partners and all joint ventures of such person or entity.
6. "Controlled", for purposes of determining whether a business is a minority business enterprise or women's business enterprise, means the minority or the female owner shall:
 - a. Possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business; and
 - b. Actively and continuously exercise such managerial authority and power in determining the policies and directing the daily operations of the business. If the owners who are not minorities or females are disproportionately responsible for the operation of the business, then the business is not controlled by minorities or females.
7. "District contracts" means any contract, purchase order or agreement (other than a lease or collective bargaining agreement):

- a. Where the cost is to be paid from funds belonging to or administered by the District, including such funds subject to Federal reimbursement or which requires that monies be paid to the District; and
 - b. That is Board-valued at more than \$25,000.00.
- 8. "Joint venture" means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge.
- 9. "Minority Business Enterprise" (MBE) means a certified participating business at least 51 percent of which is owned and controlled by one or more members of one or more minority groups or, in the case of a publicly held corporation, 51 percent of the stock is owned by one or more members of one or more minority groups and whose daily business operations are controlled by one or more such individuals. A minority group member is an individual who is one of the following:
 - a. African-American or Black (persons with origins in any of the Black racial groups of Africa);
 - b. Hispanic American (persons of Spanish culture with origins from Puerto Rico, Mexico, Cuba, South or Central America, Spain, Portugal, or the Caribbean Islands regardless of race);
 - c. Native American (American Indian);
 - d. Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or
 - e. Any other ethnically or racially identifiable group found by the Contract Compliance Administrator to have suffered actual racial or ethnic discrimination resulting in a competitive disadvantage or decreased opportunities to do business with the District.
- 10. "Owned" means having all the customary incidents of ownership, including the right of disposition, and the sharing in all risks and profits commensurate with the degree of ownership interest.
- 11. "Participating business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State (the "Six-County Region") that has the majority of its regular, full-time work force located within the Six-County Region and/or a business which has been placed on the vendors list maintained by the Purchasing Agent and/or has bid on or sought District work.
- 12. "Program" means the Minority and Women Owned Businesses Enterprise Program established herein.
- 13. "Protected Class Enterprise" (PCE), for the purposes of this Program, shall mean

those businesses qualifying under the definitions of Minority Business Enterprise and Women's Business Enterprise contained in this section.

14. "Purchasing Agent" means the Purchasing Agent of the District.
15. "Women's Business Enterprise" (WBE) means a certified participating business at least 51 percent of which is owned and controlled by one or more women, or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women and whose daily business operations are controlled by one or more such individuals. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws.

D. *Staffing and Responsibilities for Affirmative Action.*

1. *Contract Compliance Committee.* The members of the District Board shall elect, from the Board membership, a Contract Compliance Committee ("CCC") which shall consist of seven members of the District and which shall hereinafter become and remain a permanent Standing Committee of the District Board.
2. *Contract Compliance Administrator.*
 - a. The provisions of this division and the affirmative action/procurement program ("program") established hereunder shall be administered, supervised and monitored by a Contract Compliance Administrator ("CCA") and staff.
 - b. The Contract Compliance Administrator's duties shall include (but not be limited to) the following areas:
 - (i) Devising a certification procedure to assure that businesses taking advantage of this division are legitimate minority-owned or female-owned businesses.
 - (ii) Maintaining a list of all bona fide, certified businesses.
 - (iii) Recommending guidelines and regulations for the use of Protected Class Enterprise participation procedures which shall be approved by the Contract Compliance Committee prior to submission to the District Board. These guidelines shall include, but shall not be limited to, definition of goals; conditions warranting and limiting waivers; and establishment of procedures for participation in the program.
 - (iv) Recommending enforcement procedures which shall be approved by the Contract Compliance Committee prior to submission to the District Board, whereby the Committee may recommend to the District's Legal Department that the District exercise its legal remedies to ensure reasonable and timely progress toward established goals and to prevent prime contractors from engaging in any practices through which they qualify for protected participation on the basis of misrepresentation of subcontracts or qualifications of subcontractors.

- (v) Insuring the District's conformance with Federal and State affirmative action and equal employment opportunity laws and regulations.
 - (vi) Participating in all purchasing, bidding, and awards processes.
 - (vii) Participating in all precontract conferences.
 - (viii) Maintaining liaison with community groups.
 - (ix) Investigating affirmative action complaints, and reporting findings to the Contract Compliance Committee for presentation to the District Board.
 - (x) Maintaining liaison with contractor, professional, and supplier groups and associations.
 - (xi) Providing technical assistance to appropriate District departments, offices, and divisions in drawing specifications to include opportunities for minority- and women-owned businesses.
 - (xii) Generating publicity, through media appearances and public speaking engagements, to provide information and clarification about the program to as broad-based an audience as possible.
 - (xiii) Recommending measures for revision and updating of the program as the need is indicated.
- c. Various parts of this program require information on the District's business and contracting activities be widely disseminated throughout the protected class community.
3. *Purchasing Agent.* The Purchasing Agent shall take whatever steps are necessary to ensure that the purchasing staff views the implementation of this division as a priority. The Purchasing Agent shall report quarterly to the Contract Compliance Administrator on the status of the program and shall be responsible for the following duties:
- a. A listing of minority vendors and suppliers shall be prepared by the Purchasing Department and continually updated. This listing may use, but shall not be limited to, the County's Protected Class Enterprise Directory; and updating of this list should be forwarded to the Contract Compliance Administrator;
 - b. All new vendors on this list shall be forwarded bidders list forms and instructions; these forms and instructions shall also be distributed to protected class vendors at conferences and workshops;
 - c. All Protected Class Enterprise vendors who complete the bidders list forms shall become part of the bidders list and shall be sent notice of upcoming bids related to the Protected Class Enterprise's business at the same time that such notice is sent to all prospective bidders;
 - d. All Protected Class Enterprise vendors who become part of the bidders list shall

have their records coded so that the vendor's history kept by the Purchasing Department will show a monthly accounting of Protected Class Enterprise purchases which can be reviewed by the Contract Compliance Administrator;

- e. All staff in the Purchasing Department shall take part in periodic training, with respect to making purchases from protected class companies; the Contract Compliance Administrator shall be consulted by the Purchasing Agent with regard to these training efforts and shall monitor both the training content and procedures;
- f. The Purchasing Agent, in conjunction with the Contract Compliance Administrator, shall set up procurement "best effort" guidelines for the various members of the procurement staff; these guidelines shall set the standards by which Purchasing Department staff will seek to make purchases from protected businesses; they shall also serve as a measure for the compliance review of the department with respect to the protected class program; these "best effort" guidelines shall include, but shall not be limited to, the following:
 - (i) Assist in identifying protected class suppliers and/or vendors located in greater Cook County area, by product or service line, and assessing their present capability and long-term business potential with the District.
 - (ii) Aggressively pursue protected class suppliers, seeking out qualified and qualifiable protected class businesses in deliberate outreach efforts.
 - (iii) Review expected purchases on a continuous basis with the aim of matching potential protected class vendors and projected needs.
 - (iv) Arrange meetings with management of vendors, and make facility visits where appropriate.
 - (v) Provide information to potential protected class suppliers regarding the District's purchasing policies and requirements.
 - (vi) Provide information to protected class suppliers or vendors regarding the District's competitive standards and prices.
 - (vii) Maintain accurate recordkeeping of all efforts and actual purchases made from protected class companies.

E. *Application of Division.* This division shall be applied to all District contracts, including those contracts under which there are residency qualifications, except to the extent it may be inconsistent with any applicable State or Federal statute, regulation or program.

F. *Program Goals.*

1. In fulfillment of its policy to promote equal opportunity in its procurement process, the District establishes the goal that Protected Class Enterprises shall participate in not less than 35 percent of the annual aggregate value of all contracts awarded by the District. District procurement personnel will make their best efforts to recruit and solicit bids and make purchases from qualified Protected Class Enterprises.

- a. Not less than 25 percent of the annual total dollar amount of District contracts will be established as a goal to be awarded to Minority Business Enterprises.
 - b. Not less than ten percent of the total dollar amount of District contracts, will be established as a goal to be awarded to Women's Business Enterprises.
 - c. The above stated percentages relate to the total dollar amount of District contracts during each fiscal year calculated by examining independently each type of contract.
2. The District shall comply with all applicable Federal and State policies requiring affirmative action to increase the employment opportunities of minority and female workers on its construction projects.
3. No goal shall be treated as a quota nor shall it be used to discriminate against any person or business enterprise on the basis of race, color, national origin, religion or sex.

G. Implementation.

1. Contract Goals.

- a. To achieve the goals stated in Section 1-8-5a(F), the Purchasing Agent, except as provided in Subsection (1)(b) of this section, shall include in the bid specifications a requirement that each contractor commit that Minority Business Enterprise and Women's Business Enterprise participation in the contract will equal at least 25 percent and ten percent, respectively, of the total dollar value of the contract.
- b. The Contract Compliance Administrator shall evaluate the applicability of the Minority Business Enterprise and Women's Business Enterprise goals to a specific contract. Where the Contract Compliance Administrator, in consultation with the Purchasing Agent and the user Departments, determines that the established goals are not appropriate for a specific contract because of its particular requirements, the Contract Compliance Administrator shall set an appropriate goal for the contract, based upon the availability of Protected Class Enterprises which are capable of providing the goods and/or services required by the particular contract, the past level of Protected Class Enterprise participation in similar contracts, the specifications of the contract and any other criteria adopted by the Contract Compliance Administrator.
- c. The applicable goals for a specific contract shall be designated in the contract specifications.

2. Contractor Responsibility and Requirements.

- a. As a precondition to selection, each contractor shall submit with its bid a completed and signed utilization plan which lists the names, addresses and contact persons of businesses intended to be used as Protected Class Enterprises on the contract, the type and scope of work or service each business will perform and the dollar amount to be allocated to each Protected Class Enterprise. Such listing shall not be duplicative (e.g., two or more entities each listed as performing 100 percent of the same work or service). Within three business days following submission of bids, a

bidder shall submit its letters of intent to Protected Class Enterprises listed on its utilization plan, provided that no substitutions shall be permitted prior to bid award. Each contractor's utilization plan shall commit to Protected Class Enterprise participation equal to or greater than each of the applicable Protected Class Enterprise goals, unless the contractor requests a partial or total waiver of the requirement that it file a utilization plan or achieve a particular goal for Protected Class Enterprise participation by submitting with the filing of its bid a signed waiver request form.

- b. Notwithstanding its compliance with any other requirement of District ordinances and contract specifications, no bidder or offeror shall be awarded an eligible contract unless the Contract Compliance Administrator has approved its utilization plan or granted a waiver on the contract. Such utilization plan shall be designed to meet the applicable Minority Business Enterprise and Women's Business Enterprise goals set for such project and shall be incorporated into the contract.
- c. A contractor may achieve the applicable Protected Class Enterprise goals by its status as a Protected Class Enterprise or by joint venture with one or more Protected Class Enterprises or by subcontracting a portion of the work to one or more Protected Class Enterprises or by purchase of materials or services from one or more Protected Class Enterprises or by the indirect participation of Protected Class Enterprises in other aspects of the contractor's business such as through a Mentor/Protégé agreement as provided herein (in accordance with applicable guidelines and provided that such Protected Class Enterprise indirect participation may not be credited toward goal attainment on more than one contract subject to this article) or by any combination of the above, subject to the following guidelines:
 - (i) *Joint ventures.* Where a contractor engages in a joint venture to satisfy its affirmative action commitment, the Contract Compliance Administrator shall review the profits and losses, initial capital investment, actual participation of the joint venture partners in the performance of the contract, and other pertinent factors to determine the amount of credit to be granted for the joint venture toward attainment of the applicable Minority Business Enterprise and Women's Business Enterprise goals. The Contract Compliance Administrator may review all records pertaining to joint venture agreements before or after the award of a contract in order to assess compliance with this article. A contractor shall receive credit towards achievement of the applicable goals in proportion to the percentage of the contract to be performed by the Protected Class Enterprise, provided that the Contract Compliance Administrator may deny or limit Protected Class Enterprise credit to a contractor where the Protected Class Enterprise joint venture partner is found not to be performing a commercially useful function or not to have duties, responsibilities, management control or risk with respect to the joint venture commensurate with or in proportion to its joint venture ownership.
 - (ii) *Subcontracts.* A contractor may count toward its Protected Class Enterprise goals only expenditures to Protected Class Enterprises that perform a commercially useful function in the performance of a contract for work actually performed or materials supplied by the Protected Class Enterprise. To determine whether a Protected Class Enterprise is performing a commercially useful function, the Contract Compliance Administrator may

evaluate the amount of work subcontracted, industry practices, whether the Protected Class Enterprise has the skill and experience to perform the work for which it is being utilized and other relevant factors. Consistent with normal industry practices, a Protected Class Enterprise subcontractor may enter into second tier subcontracts. However, if a Protected Class Enterprise contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the Minority Business Enterprise or Women's

Business Enterprise shall be presumed not to be performing a commercially useful function.

- (iii) *Manufacturers and suppliers.* Where a contractor utilizes one or more suppliers to achieve its Protected Class Enterprise goals, such Protected Class Enterprise supplier participation may be 100 percent credited toward goal attainment where the Protected Class Enterprise supplier manufactures the goods supplied or where such Protected Class Enterprise supplier owns or operates a store, warehouse or other establishment (and related distribution equipment) in which it maintains, consistent with industry standards, an inventory of the materials or supplies required for performance of the contract for sale in the normal course of business. The participation of a Protected Class Enterprise supplier who acts as a broker (i.e., who performs no manufacturing or warehousing) shall be credited toward the applicable Protected Class Enterprise goals at a rate equal to ten percent of the payments to such Protected Class Enterprise broker.
- (iv) *Protected Class Enterprise prime contractors or joint ventures.* A Minority Business Enterprise or Women's Business Enterprise contractor may count its own participation toward the achievement of the applicable Minority Business Enterprise or Women's Business Enterprise goal, respectively, but such a contractor will be required to meet all other applicable goals by joint ventures, subcontracting or purchase of materials or services. Where a contractor is a business owned and controlled by minority women ("M/WBE") or where the contractor utilizes a M/WBE in a joint venture, as a subcontractor or a supplier, the contractor may count the M/WBE participation either toward the achievement of its Minority Business Enterprise or Women's Business Enterprise goal but not both.
- (v) *Mentor/protege agreements.* Where a contractor enters into a written agreement ("mentor/protégé" agreement) with a Protected Class Enterprise to improve or develop certain aspects of the business of the Protected Class Enterprise, such an agreement may be evaluated by the Contract Compliance Administrator to assess appropriate credit toward the Protected Class Enterprise goals of the contractor. The contractor and Protected Class Enterprise shall remain separate and independent business entities under the agreement. The mentor/protege agreement may provide for the contractor to assist the Protected Class Enterprise in such areas as technical aspects of its business, improving financial management, or providing on-the-job training. No such credit shall be available unless:

- (1) The Protected Class Enterprise provides a commercially useful function in the performance of its agreement with the contractor;
 - (2) The agreement is in writing and is submitted to the Contract Compliance Administrator before the award of the contract; and
 - (3) The agreement clearly defines the respective responsibilities of the contractor and the Protected Class Enterprise and includes specific, measurable goals to be attained by both parties through the performance of the agreement. Upon recommendation by the Contract Compliance Administrator, the Contract Compliance Committee shall determine the amount of credit to be counted toward the applicable goals of this division. The Contract Compliance Administrator shall require the contractor to submit periodic reports summarizing the progress of the execution of the mentor/protege agreement, and shall notify both parties of any deficiencies in performance. In order to qualify for credit, the mentor/protege agreement must coincide in duration with, or not be for a shorter length of time than, the contract between the contractor and the District.
- d. Where a contractor seeks relief from all or part of a contract's goals, the contractor shall submit with its bid a proposal or request for a waiver.
 - e. A contractor's submission of a utilization plan which commits to a Protected Class Enterprise participation goal equal to or greater than the applicable goals shall not provide a basis for a higher bid, an increase in contract price or later change order.

3. *Review of Bid or Offer.*

- a. The Contract Compliance Administrator shall review each bid or offer to determine if the contractor has included in its submission a completed and signed utilization plan which meets the Protected Class Enterprise goals for the contract, and approve or reject the plan.
- b. The Purchasing Agent, at the direction of the Contract Compliance Administrator, shall declare the bid or offer nonresponsive where the Contract Compliance Administrator determines that a contractor:
 - (i) Failed to submit with its bid a completed utilization plan;
 - (ii) Failed to identify in its plan sufficient Minority Business Enterprises and/or Women's Business Enterprises by name, scope of work and dollar value of work to meet the applicable goals for the contract; or
 - (iii) Failed to submit with its bid a request for a total or partial waiver of the applicable goals.
- c. Where a partial or total request for waiver of a goal is made, the Contract Compliance Administrator shall determine whether a bidder or offeror has made good faith efforts to meet the applicable Protected Class Enterprise goals and whether a total or partial

waiver of a goal should be granted. Good faith efforts, as defined herein, shall include, but are not limited to, the following:

- (i) Attend any prebid conference conducted by the District to acquaint contractors with Protected Class Enterprises available to provide relevant goods and services and to inform Protected Class Enterprise's of subcontract opportunities on the contract;
- (ii) Review lists of available Protected Class Enterprises maintained by the District, County and other State and local governments and agencies prior to the bid opening to identify qualified Protected Class Enterprises for solicitation for bids;
- (iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for bids by Protected Class Enterprises for subcontracts or the supply of goods and services on the contract;
- (iv) Make timely written solicitations of available Protected Class Enterprises identified on the District and County's list as providing relevant services for bids for subcontracts or the supply of goods and services; and provide Protected Class Enterprises with a convenient and timely opportunity to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such Protected Class Enterprises to prepare an informed response to a contractor solicitation;
- (v) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist Protected Class Enterprises in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of Protected Class Enterprises;
- (vi) Follow up initial solicitation of Protected Class Enterprises by contacting Protected Class Enterprises to determine if the enterprises are interested in making bids;
- (vii) Negotiate in good faith with Protected Class Enterprises prior to the bid opening and do not reject as unsatisfactory any bids submitted by Protected Class Enterprises without justifiable reason;
- (viii) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by Protected Class Enterprises;
- (ix) Establish joint ventures with Protected Class Enterprises;
- (x) Use the services and assistance of the Contract Compliance Administrator's staff, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and where the contractor seeks a waiver, make timely notice of the need for Protected Class Enterprise subcontractors to an appropriate community and minority and

women's business organization identified as an assist agency with respect to this article.

- d. A contractor seeking a total or partial waiver shall, in accordance with guidelines issued by the Contract Compliance Administrator, be required to submit evidence of its good faith efforts to achieve the applicable Protected Class Enterprise goals and in support of its reasons for seeking a waiver. Performance of all the actions set out in Subsection (G)(3) of this section by the contractor shall create a rebuttable assumption that the contractor has made good faith efforts to meet the applicable Protected Class Enterprise goals. The determination of the adequacy of a contractor's good faith efforts will be evaluated on the basis of the contractor's actions as of the date of the bid opening.
- e. The Contract Compliance Administrator may grant the waiver request of a contractor based upon the following criteria:
 - (i) Sufficient qualified Protected Class Enterprises capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor;
 - (ii) The specifications of and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize Protected Class Enterprises in accordance with the applicable utilization goals;
 - (iii) The price quoted by any potential Protected Class Enterprise source of goods or services is more than ten percent above competitive levels; and
 - (iv) Any other factor determined to be relevant by the Contract Compliance Administrator.
- f. Where a partial waiver is granted, the Contract Compliance Administrator shall specify the amount of the applicable goal.
- g. Where the Contract Compliance Administrator determines that a contractor has not made a good faith effort to meet the applicable goals and/or comply with the provisions herein, including, but not limited to, failing to timely submit the required letters of intent or other information request and/or has not otherwise met the requirements for a total or partial waiver, the Purchasing Agent may declare the contractor nonresponsive and reject the bid and reject any waiver request which may have been filed.
- h. Where the Contract Compliance Administrator determines that the utilization plan submitted by a contractor is false or fraudulent, the Purchasing Agent shall reject the bid or, if such a determination is made after the bid award, the contract may be forfeited and canceled.

4. *Subcontract Requirements.* Within 30 days after demand, the prime contractor shall furnish fully executed copies of all protected class subagreements and these shall be reviewed by the Contract Compliance Administrator and submitted to the Contract Compliance Committee of the District Board. Subsequently, the prime contractor shall obtain and submit a copy of all Minority Business Enterprise or Women's Business Enterprise related subtier contracts on demand.
5. *Review of Contract Performance.*
 - a. The Contract Compliance Administrator shall review the contractor's efforts during the performance of the contract to achieve its Protected Class Enterprise commitments as stated in its utilization plan. If the contractor meets or exceeds its stated goals, it shall be presumed to be in compliance. Where the Contract Compliance Administrator finds that the contractor has failed to achieve its stated goals or otherwise has failed to comply with the requirements of the division, including failure to provide any documentation required by the Contract Compliance Administrator, has not satisfactorily demonstrated good faith efforts, and/or has deviated without authorization from the compliance related portions of the contract as originally approved, the Contract Compliance Administrator shall report findings to the Contract Compliance Committee.
 - b. The Contract Compliance Administrator may establish such requirements for periodic periodic contractor reporting on the fulfillment of its goals and its utilization of Protected Class Enterprises as the Contract Compliance Administrator determines appropriate and necessary for effective enforcement of this division. A contractor also shall be required to provide the Contract Compliance Administrator any additional requested compliance documentation within 14 days of such request.
 - c. If the Contract Compliance Committee determines that the contractor has failed to comply with its contractual commitments or any portion of this division, the Contract Compliance Committee will notify the contractor of such noncompliance and may take any of the following actions:
 - (i) Instruct the Comptroller to withhold 50 percent of the current progress payment due the prime contractor.
 - (ii) Withhold up to 100 percent of further progress payments until the contractor demonstrates that it is in compliance with the requirements of this division.
 - (iii) Debar the contractor from future bids or offers until the contractor demonstrates that it is in compliance with the requirements of this division.
6. *Protected Class Enterprise Bid and Target Market Programs.* To address more specifically the barriers to Protected Class Enterprise participation as prime contractors in District work, the Contract Compliance Administrator may direct the Purchasing Agent to institute the following special Protected Class Enterprise bidding provisions, following determination of the appropriateness of such provisions.
 - a. In connection with the award of a contract subject to competitive bidding on which a

Protected Class Enterprise has bid and where the Protected Class Enterprise meets the following criteria:

- (i) It is bidding on the item in question for the first time; and
 - (ii) It never has successfully bid on a Forest Preserve District of Cook County purchasing contract, the Contract Compliance Administrator may, at the opening of the bids on the item, compare the Protected Class Enterprise bid with the lowest bid, and, if the Protected Class Enterprise's bid is closely competitive as defined by guidelines to be established by the Contract Compliance Administrator with that of lowest actual bids, direct the Purchasing Agent to declare the Protected Class Enterprise the successful bidder. A Protected Class Enterprise may use this procedure only once to become the successful bidder on any particular item. Thereafter, the Protected Class Enterprise must be totally competitive in terms of price to be the successful bidder.
- b. The Contract Compliance Administrator shall develop and coordinate a target market program as follows:
- (i) The Contract Compliance Administrator shall review the availability of Protected Class Enterprises providing various goods and services and shall identify for inclusion in a potential program for bidding among Protected Class Enterprise firms certain commodity areas with sufficient Protected Class Enterprise availability to ensure that the County receives a competitive price. The Contract Compliance Administrator shall report his/her findings and recommendations to the Contract Compliance Committee;
 - (ii) Upon a determination by the Contract Compliance Committee that such a program is advisable for any particular commodity procurement, the Contract Compliance Administrator will institute the following procedures:
 - (1) The Contract Compliance Administrator will notify the Purchasing Agent of identification of those commodity codes appropriate for a target market program;
 - (2) To the extent practicable, the Purchasing Agent, with the aid of the Contract Compliance Administrator, shall divide procurement in the designated commodity areas into economically feasible sizes to facilitate bids or offers from Protected Class Enterprises and shall designate contracts to be offered under the target market program;
 - (3) The Purchasing Agent shall offer Protected Class Enterprises the opportunity to bid on such contracts in a limited competition;
 - (4) All standard District rules for bidding will then become effective and, provided that at least three Protected Class Enterprises bid or make an offer on the contract, the lowest responsive and responsible bidder among the Protected Class Enterprise firms will receive the contract;

- (5) In the event less than three Protected Class Enterprises bid or make an offer on the contract or if there is no responsive bid or offer received from a responsible Protected Class Enterprise, the Purchasing Agent shall rebid the contract not subject to the target market program.
 - (iii) Participation in the target market program shall be limited to Minority Business Enterprises, Women's Business Enterprises and joint ventures consisting exclusively of Minority Business Enterprises, Women's Business Enterprises or both. The Protected Class Enterprise contractor on a target market contract may subcontract up to 50 percent of the dollar value of the target market contract to subcontractors who are not Minority Business Enterprises or Women's Business Enterprises.
- 7. *Fifty Percent Protected Class Enterprises Required for Informal Bid Solicitations.* All buyers shall solicit 50 percent PCEs in their informal bid solicitations for materials under \$10,000.00, which are not bid by formal advertising.
- 8. *Buyers to Use Protected Class Enterprises in Requisitions.* All buyers will make every effort to use *Protected Class Enterprises* whenever possible in their requisitions for materials under \$10,000.00, which are not bid.
- 9. *Division of Large Contracts to Facilitate Offers from Protected Class Enterprises.* With respect to large contracts for which subcontracting possibilities are impracticable, all buyers will, to the extent practicable, divide such contracts into economically feasible sizes to facilitate bids or offers from *Protected Class Enterprises*.
- 10. *Technical Assistance.* The contractor is bound by all the requirements, terms, and conditions of this article. Subsequent to the acceptance of an awarded contract, there will be no waiver of the requirements, terms and conditions. The District Board, through its Contract Compliance Committee and the Contract Compliance Administrator, will make technical assistance in meeting the terms and conditions of this article available to all interested bidders.
- 11. *Finance; Measures for Reduction of Cash Flow Problems of Protected Class Contractors.*
 - a. As needed, the Contract Compliance Administrator shall assist *Protected Class Enterprises* with training seminars in the technical aspects of preparing a bid for a District contract.
 - b. All prime contractors shall be urged to follow the District's example by making prompt and timely payments to Protected Class Enterprise subcontractors working on Forest Preserve District of Cook County projects. The timeliness of such payments shall be monitored by the Contract Compliance Administrator on a regular basis, and an investigation shall be made of every complaint or charge of excessive delay in payment. Reports of these investigations shall be made to the Contract Compliance Committee and to the District Comptroller.
 - c. If at any time during the progress of the work, the contractor shall fail or neglect to

pay a Protected Class Enterprise subcontractor for any labor performed, furnished, or tools, machinery, appliances, fuels, provisions or supplies of any sort or kind used or consumed upon, in or on account of the work for ten days after payment for same shall become due, then the County shall have the power and authority to pay such indebtedness, and the amount so paid shall be retained out of the money due or to become due the contractor. The District Comptroller may refuse to make the payment hereinafter specified to the extent of such indebtedness, until satisfactory evidence in writing has been furnished that the indebtedness has been discharged. In any such case, the Purchasing Agent is hereby authorized and empowered by the contractor to ascertain the amount due or owing from the contractor to any laborer or laborers, or to any person or persons, or corporation, for labor, equipment, material, tools, machinery, appliances, provisions, fuels, or supplies of any sort or kind consumed upon, in or on account of the work covered by this contract in such manner and upon such proofs as may be deemed sufficient.

- d. The District Board shall encourage major prime contractors to make available to Protected Class Enterprise subcontractors working on their projects their sources of financial assistance.
12. *Contract Award Considerations.* Where the lowest responsive contractor submits a bid/offer which exceeds by ten percent or more the bid/offer of the lowest PCE nonresponsive contractor ["PCE nonresponsive" for purposes of this subsection means nonresponsive pursuant to Subsection (G)(3)(b) of this section, but otherwise responsive to the contract specifications], the District shall have the right to reject all bids/offers and rebid or request further offers.
13. *Intergovernmental Agreement Between District and County.* The Forest Preserve District of Cook County shall provide staff and/or reimbursement to Cook County as set out in an intergovernmental agreement for the Contract Compliance Administrator of Cook County to also act as the Contract Compliance Administrator for the Forest Preserve District of Cook County.

H. *Professionals and Consulting Services and Sole Source Agreements.* All Department heads who may employ the professional services of accountants, attorneys, physicians, dentists, statisticians, data analysts, engineers, and other such personnel or who require goods or services procured through sole source agreements shall implement this article and compliance programs in a "best effort" manner. In lieu of the requirements set forth in Section (G)(2), all providers of such professional services or goods or services are to be notified that:

1. In the case of term contracts (annually or for more than six months), they are to maximize the use of Protected Class Enterprises or individuals as subconsultants or subcontractors.
2. In the case of contracts instituted on an as-needed basis or lasting less than six months, they are to submit to the District affirmative action plans and goals and maximize the number of women and minority professionals in their firm who participate in various District projects.
3. In both of the above cases the internal affirmative action plans and goals of the providers shall be submitted to the Contract Compliance Administrator and shall be reviewed against the provider's actual affirmative action achievements and shall become a part of the provider's protected class compliance review; this twice yearly review by the Contract Compliance

Administrator shall become a factor in the District's continued use of the services of providers.

4. The District sets a "best efforts" goal of 35 percent Protected Class Enterprise participation for the total professional services and consulting services utilized by the District. The District must be able to call upon those professionals whose particular training and experience most closely fit our needs. The District shall endeavor to increase utilization of protected class firms. Because use of such services is not programmed or predictable, a "best effort" standard shall be used for attainment of the goal amounts.

I. *Other Federal and State Regulations.* Nothing in this division shall be interpreted to diminish or supplant equal employment opportunity requirements contained in Federal or State grant funded contracts.

J. *Preference to Residents of County.* In addition to the goals established pursuant to Section 1-8-5a(F), there is established as a goal that on any contract approved by the District Board there will be utilization of at least 50 percent bona fide Cook County residents and 30 percent minorities in each trade for each project awarded by the District and in the aggregated workforce in each project five percent will be females.

K. *Preference to Service-Disabled Veteran Businesses.*

1. *Definitions.* For the purposes of this section:

- a. The term "service-disabled" means, with respect to disability, that the disability was incurred or aggravated in the line of duty in the active service in the United States Armed Forces;
- b. The term "service-disabled veteran" means a veteran who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable, with a disability that is service-connected, such that the disability was incurred or aggravated in the line of duty in the active military, naval, or air service;
- c. The term "service-disabled veteran business" means a small business concern owned and controlled by service-disabled veterans such that:
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- d. The term "small business concern" shall be deemed to be one which is independently owned and operated and which is not dominant in its field of operation.

2. In addition to the goals established pursuant to Section 1-8-5a(F), there is established as a

goal that on any contract approved by the District Board there will be utilization of at least three percent service-disabled veteran businesses of the annual aggregate value of all contracts awarded by the District.

3. District procurement personnel will make their best efforts to recruit and solicit bids and make purchases from qualified service-disabled veteran businesses.
4. The above-stated percentage relates to the total dollar amount of District contracts during each fiscal year calculated by examining independently each type of contract.
5. The above-stated goal shall not be treated as a quota nor shall it be used to discriminate against any person or business enterprise on the basis of race, color, national origin, religion or sex.

L. *Reporting and Review.* The District Board directs the Contract Compliance Administrator to report to the District Board on a quarterly basis with respect to the following:

1. The level of Protected Class Enterprise participation achieved in each quarter in District contracts subject to this division , including monthly payment status reports for prime contractors for said contracts;
2. The then current estimated availability of *Protected Class Enterprises* to perform District contracts;
3. An evaluation of the effectiveness of the article in ensuring full and equitable participation by *Protected Class Enterprises* in District contracts and in mitigating the competitive disadvantage suffered by Minority Business Enterprises and Women's Business Enterprises due to the present effects of discrimination in the local economy and award public contracts;
4. An assessment of the continuing need for utilization goals for specific types of goods and services used in District contracts;
5. Identification of any enforcement problems; and
6. Any recommendations with respect to improving the District's effectiveness in remedying the effects of discrimination against Minority Business Enterprises and Women's Business Enterprises and/or discontinuing or modifying any affirmative action requirements in those cases where Minority Business Enterprises and Women's Business Enterprises no longer are disadvantaged by the effects of discrimination in their participation in District contracts.

1-8-5b: SUBDIVISION II. CONSTRUCTION ORDINANCE

A. *Title.* This subdivision shall be known as the "Minority- and Women-Owned Business Enterprise Construction Ordinance" and may be cited as such.

B. *Findings of discrimination.* The President and the Board of Commissioners of the Forest Preserve District of Cook County, after considering (i) evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005);(ii) the Report titled, "The Status of Minority- and Women Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois," submitted by Colette Holt & Associates, and

NERA Economic Consulting, and dated June 22, 2010 (the “NERA Study”): adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial affirmative action program in County construction contracting:

1. The District seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in District construction contracting opportunities;
2. After Cook County's affirmative action program as it relates to construction projects was declared unconstitutional in 2000, the County witnessed a drastic reduction in M/WBE construction prime contract and subcontract participation;
3. In the absence of M/WBE participation goals the District would be a passive participant in a discriminatory marketplace;
4. The NERA Study made recommendations for a revised County Minority and Women owned business program for construction contracting, emphasizing the establishment of Project-specific goals, implementation of race and gender neutral measures, and enhancements to data gathering, implementation and performance monitoring of the program, which the District will use as a model;
5. The District has a compelling interest in preventing discrimination and desires to reaffirm its commitment to full and fair opportunities for all firms to participate in its construction contracts.

C. *Public Purpose.* It is hereby found, determined and declared that the purpose of this Ordinance is to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the District's procurement process as both prime and subcontractors in the District's construction contracts. The District is committed to a policy of preventing discrimination in the award of or participation in construction contracts and has recommended appropriate narrowly tailored remedies to eliminate any such discrimination.

D. *Applicability.* This subdivision shall apply to all construction contracts funded in whole or in part by County funds, regardless of the sources of other funds; provided that any contract with respect to which a goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.

E. *Definitions.* The following terms shall have the following meanings:

1. “Affiliate of a person or entity” means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
2. “Annual Participation Goals” mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts.
3. “Business” means a sole proprietorship, partnership, corporation, limited liability company Joint Venture or any other business or professional entity.
4. “Certified Firm” means a firm that has been accepted by the District as a certified

MBE or WBE.

5. "Contractor" means any Business that seeks to enter into a construction contract with the District, other than for professional services, and includes all partners and Affiliates Business.
6. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.
7. "Director" or "CC Director" means the Contract Compliance Director.
8. "District" means the Forest Preserve District of Cook County and its participating User Departments.
9. "District's Marketplace" means the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census, currently the counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will.
10. "Doing Business" means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the Business.
11. "Economically Disadvantaged" means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2011.
12. "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the Business as defined by normal industry practices, including licensure where required.
13. "Good Faith Efforts" means actions undertaken by a Contractor to achieve an MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.
14. "Joint Venture" means an association of two or more Businesses proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.
15. "Local Business" means a Business located within the District's Marketplace which has the majority of its regular, full time work force located within the District's Marketplace.
16. "Local Small Business" means a Local Business which is also a Small Business.
17. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
18. "Minority Business Enterprise (MBE)" means a Business:
 - a. Which is at least 51 percent owned by one or more Minority Individuals, or in the

case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;

- b. Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals;
- c. Which performs a Commercially Useful Function;
- d. Which is a Certified Firm; and
- e. Which is a Local Small Business.

19. "Minority Individual" means:

- a. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
- b. Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American;
- c. Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
- d. Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent; or
- e. Individual members of other groups, including but not limited to Arab-Americans, found by the District to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

20. "Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

21. "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other District certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

22. "Program" means the Program established by the Minority- and Women- Owned Business Enterprise Ordinance.

23. "Project Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.
24. "Regular Dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular Business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.
25. "Small Business" means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.
26. "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.
27. "User Department" means the department of the District or elected official responsible for initiating the procurement process.
28. "Utilization Plan" means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.
29. "Woman" means a person of the female gender.
30. "Woman-Owned Business Enterprise" (WBE) means a Business:
 - a Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
 - b Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
 - c Which performs a Commercially Useful Function;
 - d Which is a Certified Firm; and

- e. Which is a Local Small Business.

F. Program Administration.

1. The CC Director, who shall report to the President of the Board of Commissioners of Forest Preserve District of Cook County, shall administer the Program, whose duties shall include:
 - a. Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
 - b. Providing information and assistance to MBEs and WBEs relating to District procurement practices and procedures, and bid specifications, requirements, goals and prerequisites.
 - c. Establishing uniform procedures and criteria for certifying, recertifying and decertifying businesses as MBEs and WBEs, accepting certifications by other agencies, and maintaining a directory of Certified Firms.
 - d. Establishing Project Specific Goals in collaboration with the User Department.
 - e. Evaluating Contractors' achievement of Project Specific Goals and Good Faith Efforts to meet Project Specific Goals.
 - f. Working with User Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.
 - g. Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
 - h. Collecting data to evaluate the Program and other District contracting initiatives.
 - i. Monitoring the Program and the District's progress towards the Annual Participation Goals. The CC Director shall report on a quarterly and annual basis to the President on the administration and operations of the Program.
2. The User Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:
 - a. Assisting the CC Director with setting Project Specific Goals.
 - b. Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.
 - c. Performing other activities to support the Program.
 - d. Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.

e. Submitting subcontracting data as required to the CC Director.

3. *Intergovernmental Agreement Between District and County.* The Forest Preserve District of Cook County shall provide staff and/or reimbursement to Cook County as set out in an intergovernmental agreement for the Contract Compliance Administrator of Cook County to also act as the Contract Compliance Administrator for the Forest Preserve District of Cook County.

G. *Race- and Gender-Neutral Measures to Ensure Equal Opportunities for all Contractors and Subcontractors.* The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

1. Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;
2. Segmenting, structuring or issuing contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;
3. Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;
4. Providing assistance to Businesses in overcoming barriers such as difficulty in obtaining bonding and financing;
5. Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available qualified firms as subcontractors;
6. Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;
7. Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the District;
8. Collecting information from all prime Contractors on District construction contracts detailing the bids received from all subcontractors for District construction contracts and the expenditures to subcontractors utilized by prime Contractors on District construction contracts;
9. At the discretion of the District, letting a representative sample of District construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;
- 10 Maintaining information on all firms bidding on District prime contracts and subcontractors; and
11. Referring complaints of discrimination to the appropriate authority, for investigation.

H. *Program Eligibility.*

1. Only Businesses that meet the criteria for certification as a MBE or WBE may

participate in the Program. The applicant has the burden of persuasion by a preponderance of the evidence.

2. Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.
 - a. The firm's ownership by a Socially and Economically Disadvantaged person must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.
 - b. The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.
3. Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.
 - a. A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the disbursing of funds.
 - b. The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on management, policy, operations and work.
 - c. The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.
 - d. The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities

and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

- e. If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.
 - f. A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.
4. Only an independent firm may be certified as a MBE or WBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent Business, the CC Director will:
- a. Scrutinize relationships with non-Certified Firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.
 - b. Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant and non-Certified Firms or persons associated with non-Certified Firms compromise the applicant's independence.
 - c. Examine the applicant's relationships with non-Certified Firms to determine whether a pattern of exclusive or primary dealings with non-Certified Firm compromises the applicant's independence.
 - d. Consider the consistency of relationships between the applicant and non-Certified Firms with normal industry practice.
5. An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) has the ability and Expertise to manage and control the firm's operations and work.
6. The District shall certify the eligibility of Joint Ventures involving MBEs or WBEs and non-Certified Firms. To be considered an eligible Joint Venture, at least one partner of the Joint Venture must be a Certified Firm, with a share in the capital contribution, control, management, risks, and profits of the Joint Venture which is equal to its ownership interest.. Each Certified Firm partner must contribute property, capital, efforts, skill and knowledge and be responsible for a distinct, clearly defined portion of the work of the contract.
7. In lieu of conducting its own certifications, the CC Director by rule may accept formal

certifications by other entities as meeting the requirements of the Program, if the CC Director determines that the certification standards of such entities are comparable to those of the District.

8. The certification status of all MBEs and WBEs shall be reviewed periodically by the Office of Contract Compliance. Failure of the firm to seek recertification by filing the necessary documentation with the CC Director as provided by rule may result in decertification.
9. It is the responsibility of the Certified Firm to notify the CC Director of any change in its circumstances affecting its continued eligibility for the Program, including decertification by another agency. Failure to do so may result in the firm's decertification.
10. The CC Director shall decertify a firm that does not continuously meet the eligibility criteria.
11. Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving that its District certification should be maintained.
12. A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification as provided by rule.
13. A firm found to be ineligible may not apply for certification for six (6) months after the effective date of the final decision.
14. A third party may challenge the eligibility of an applicant for certification or a Certified Firm as provided by rule. Such challenges shall be signed and sworn by the individual challenging the eligibility of an applicant for certification or a certified firm. The burden of proof shall rest with the complainant. Such challenges to eligibility shall be subject to an appeal. The CC Director shall be the final arbiter of all challenges. The presumption that the challenged firm is eligible shall remain in effect until the CC Director renders a final decision.

I. *Annual Aspirational Goals.* The Annual Aspirational Goals for the utilization of MBEs and WBEs on District construction contracts and subcontracts shall be 24 percent for MBEs and four percent for WBEs.

J. *Project Specific Goals.* The CC Director, in consultation with the User Department shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to perform the anticipated subcontracting functions of the project and the District's utilization of MBEs and WBEs to date.

K. *Counting MBE and WBE Participation.*

1. The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work of the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).
2. The entire amount of fees or commissions charged by a MBE or WBE for providing a bona

- vide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
3. When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.
 4. Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.
 5. One hundred percent of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.
 6. If a firm ceases to be a Certified Firm during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.
 7. In determining achievement of Project Specific Goals, the participation of a MBE or WBE shall not be counted until that amount has been paid to the MBE or WBE.
- L. *Contract Pre-Award Compliance Procedures.*
1. For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid proposal is due.
 2. Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.
 3. Where the Contractor cannot achieve the Project Specific Goal(s), the CC Director will

determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the CC Director will consider, at a minimum, the Contractor's efforts to:

- a. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.
 - b. Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.
 - c. Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes of work that could be subcontracted.
 - d. Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the District or the prime Contractor, where appropriate.
 - e. Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.
 - f. Use the services of the Office of Contract Compliance, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.
4. In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent

successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.

5. A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.
6. The CC Director shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The CC Director may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.
7. If the CC Director determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the User Department, the CC Director and User Department shall recommend award to Purchasing Agent.
8. If the CC Director finds that a Contractor did not make sufficient Good Faith Efforts, the CC Director shall communicate this finding to the Purchasing Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

M. *Contract Administration Procedures.*

1. Upon award of a contract by the District that includes Project Specific Goals, the Project Specific Goals become covenants of performance by the Contractors and incorporated in the contract.
2. The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the District with each request for payment submitted to the District or as otherwise directed by the District. The CC Director and the User Department shall monitor subcontractor participation during the course of the contract. The District shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the District for any purpose.
3. The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the CC Director, Purchasing Agent and the User Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

- a. All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the Director, Purchasing Agent and the User Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the Director, Purchasing Agent in consultation with the User Department, approves such substitution in writing.
- b. The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- c. Substitutions of the subcontractor shall be permitted only on the following bases:
 - (i) Unavailability after receipt of reasonable notice to proceed.
 - (ii) Failure of performance.
 - (iii) Financial incapacity.
 - (iv) Refusal by the subcontractor to honor the bid or proposal price.
 - (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
 - (vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or
 - (vii) The subcontractor's withdrawal of its bid or proposal.
- d. The final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the CC Director.
- e. Where the Contractor has established the basis for the substitution to the satisfaction of the District, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.

- f. If the District requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the Office of Contract Compliance in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
4. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the CC Director to modify the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.
5. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.
6. Prior to contract closeout, the CC Director shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the District determines that Good Faith Efforts to meet the MBE or WBE commitments were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

N. *Sanctions and Penalties.*

1. The following violations of this subdivision may result in a breach of contract:
 - a. Providing false or misleading information to the District in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post-award compliance, or other Program operations.
 - b. Committing any other violations of this subdivision.
2. A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in future District solicitations and contracts as determined by the District's Purchasing Ordinance, if it is found to have:
 - a. Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;
 - b. Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;
 - c. Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract; or

- d. Failed to comply in good faith with substantive provisions of this subdivision.

O. *Program Review and Sunset.*

1. The President and the Board of Commissioners shall receive quarterly and annual reports from the CC Director detailing the District's performance under the Program.
2. The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.
3. Within five years after the effective date of this ordinance, the District will review the operation of the Program and the evidentiary basis for the Program in order to determine whether the District has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.
5. This subdivision shall sunset on or before June 30, 2016.

P. *Effective Date.* This subdivision shall be effective upon 90 days after passage.

***Referred to the Committee on Finance on 6/2/12.**

COMMISSIONER REYES, SECONDED BY VICE CHAIRMAN STEELE, MOVED TO ACCEPT THE PROPOSED SUBSTITUTE ORDINANCE FOR COMMUNICATION NO. 11FINA0194. THE MOTION CARRIED.

SUBSTITUTE

FOR COMMUNICATION NO. 11FINA0194

PROPOSED ORDINANCE

Sponsored by

THE HONORABLE EDWIN REYES, JESUS G. GARCIA, and ROBERT B. STEELE, JEFFREY R. TOBOLSKI, DEBORAH SIMS, JERRY BUTLER, JOHN P. DALEY, LARRY SUFFREDIN AND JOHN A. FRITCHEY, FOREST PRESERVE DISTRICT OF COOK COUNTY COMMISSIONERS

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

BE IT ORDAINED, by the Forest Preserve District of Cook County Board of Commissioners that Title 1 Administration, Chapter 8 Forest Preserve District President and Board of Commissioners Rules of Organization and Procedure, Section 1-8-2 Organization, Subsection 2-6 Standing Committees of the Code of the Forest Preserve District of Cook County hereby is amended as follows:

2-6. *Standing Committees.* The standing committees of the Board, their standing subcommittees and the number of members to be appointed to each (including Chair and Vice-Chair) are as follows:

AUDIT (7) - Chief Financial Officer shall be an ex officio, nonvoting member of the Audit Committee

BOTANIC GARDEN (9)

CAPITAL DEVELOPMENT (9)

CONTRACT COMPLIANCE (7)

ENVIRONMENTAL CONTROL (7)

FINANCE (Committee of the Whole) with the following subcommittees with the number of members indicated:

Labor (7)

Litigation (7)

Workers' Compensation (5)

LAW ENFORCEMENT (9)

LEGISLATION AND INTERGOVERNMENTAL RELATIONS (Committee of the Whole)

REAL ESTATE (Committee of the Whole)

RECREATION (9)

RULES (9)

ZOOLOGICAL (9)

BE IT FURTHER ORDAINED, by the Forest Preserve District of Cook County Board of Commissioners that Title 1 Administration, Chapter 8 District Finances, Section 1-8-5 Minority and Women Owned Business Enterprises of the Code of the Forest Preserve District of Cook County hereby is enacted as follows:

1-8-5: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

1-8-5a: SUBDIVISION I. GENERAL PROVISIONS

A. Short title.

This subdivision shall be known and may be cited as the Forest Preserve District of Cook County Minority- and Women-Owned Business Enterprise General Ordinance. This Subdivision is applicable to all Contracts, except Public Works Contracts, which are governed by Subdivision 2 of this Division 1-8-5.

B. Findings.

1. Currently, the Forest Preserve District of Cook County (the “District”) does not have an ordinance specifically crafted to address the underutilization of Minority-and Women-Owned Business Enterprises (M/WBEs) and barriers to the full and fair participation of M/WBEs in District prime contracts and subcontracts.
2. M/WBEs have contributed significantly to the economic development of the community, and played a similar role in increasing employment, including that of minorities.
3. M/WBEs may be awarded prime contracts and subcontracts in dollar amounts that are disproportionately lower than the availability of such businesses to perform Forest Preserve District contracts.
4. In 1988, Cook County adopted a Minority-and Women-Owned Business Enterprises Ordinance establishing an affirmative action program to ensure the full and equitable participation of M/WBEs in the County’s procurement process as both prime contractors and subcontractors.
5. In 1993, Cook County amended its Minority-and Women-Owned Business Enterprises Ordinance to include specific minority and women participation goals in construction contracts.
6. The affirmative action program for construction projects set goals of 30% minority owned participation and 10% women owned participation on all County construction projects in order to remedy ongoing discrimination and the effects of past discrimination against women and members of minority groups, so as not to be a passive participant in such discrimination.
7. This program as it relates to construction projects was declared unconstitutional in *Builders Association of Greater Chicago v. Cook County*, 123 F.Supp.2d 1087 (N.D. Ill. 2000), and a permanent injunction was entered against the program preventing the County from setting minority and women participation goals in County construction projects.
8. The district court’s holding was affirmed in *Builders Association of Greater Chicago v. Cook County*, 256 F.3d 672 (7th Cir. 2001).
9. The County complied with the permanent injunction and ceased setting M/WBE goals on County construction projects in early 2001, causing an immediate and drastic reduction in M/WBE construction prime contract and subcontract participation.
10. Evidence presented at trial in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) established that there is strong evidence of the effects of past and current discrimination against M/WBEs in the construction industry in the Chicago area.
11. The trial court’s decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007).
12. In 2005, the County commissioned a review of the utilization of M/WBEs in its construction contracts since the injunction.

13. The results of this review were presented to the County in a 2006 Report titled, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly tailored Remedies for Cook County, Illinois" (Cook County 2006 Report).
14. The Report concluded that there is extensive evidence of discrimination against M/WBEs in the Chicago area construction marketplace, and the participation of M/WBEs in the County's construction prime contracts and subcontracts is below the availability of such firms.
15. The Report recommended, among other initiatives, the establishment of an interim ordinance to remedy the underutilization of M/WBEs in the County's construction contracts and ensure that the County is not passively participating in discrimination against Minority- and Women-Owned Business Enterprises in the Chicago area construction marketplace.
16. In response to the Cook County 2006 Report the County adopted a Minority- and Women-Owned Business Enterprise Construction Interim Ordinance in 2007.
17. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises (DBEs) in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.
18. The County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois" (Cook County 2010 Study).
19. The Cook County 2010 Study made recommendations for a revised M/WBE program for construction contracting, emphasizing the establishment of project-specific goals, implementation of race- and gender-neutral measures, and enhancements to data gathering, implementation and performance monitoring of the program.
20. In 2010 the U.S. Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the U.S. Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of M/WBEs to compete with other firms on a fair and equal footing in government contracting markets.
21. Based upon this evidentiary record, the District concludes that in the absence of affirmative action remedies for both procurement and construction contracts, the District will likely be a passive participant in discrimination against M/WBEs.
22. Based upon the experiences of other local governments and other entities and the trial records in *BAGC v. Chicago* and *Northern Contracting v. Illinois DOT*, race- and gender-neutral measures have not and are not likely to eliminate the competitive disadvantage of M/WBEs in participating in District contracts due to discrimination in the local economy.

C. *Policy and purpose.*

1. The District is committed to a policy of preventing discrimination in the award of or participation in District contracts and eliminating arbitrary barriers to full participation in such contracts by all persons regardless of race, ethnicity or sex.
2. It is the District's desire to affirm its commitment to full and fair opportunities for all firms to participate in its procurement and construction contracts.
3. The District's procurement practices in the past may have contributed to the above identified underutilization of M/WBEs on District contracts.
4. The numerical goals for the participation of M/WBEs in District contracts are commensurate with the availability of M/WBEs to perform District work as established by the evidentiary record.
5. The District may undertake additional efforts to gather evidence relevant to its compelling interest in remedying discrimination in its geographic and procurement markets and narrowly tailoring any race- and gender-conscious remedies to that evidence.

D. *Definitions.*

The following words, terms and phrases, when used in this Subdivision I shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Additional terms applicable to subdivision II are set forth in such subdivision.

1. "*Annual Participation Goals*" means the targeted levels of participation established by the District for the annual aggregate participation of MBEs and WBEs in procurement contracts.
2. "*Broker*" means a Person who or which neither manufactures the supplies, equipment or goods supplied or owns or operates a store, warehouse or other establishment (and related distribution equipment) in which it maintains, consistent with industry standards, an inventory of the supplies, equipment or goods, materials or supplies required for performance of the Contract for sale in the normal course of business.
3. "*Certified*" or "*Certification*" means registration of the Minority Business Enterprises or Women's Business Enterprise status of a business in the County's Directory of Minority Business Enterprises and Women's Business Enterprises ("M/WBE Directory").
4. "*Commercially Useful Function*" shall have the meaning set forth in this Subdivision.
5. "*Contract Compliance Administrator*" or "CCA" means the Forest Preserve District Contract Compliance Administrator.
6. "*Contract Compliance Director*" or "CCD" means the Cook County Contract Compliance Director. The CCD also shall be empowered to act as, or assist, the CCA with respect to the functions of the CCA referenced herein.
7. "*Contract Specific Goals*" means the goals established under this Subdivision that are based upon relevant factors including, but not limited to, the availability of MBEs or WBEs in the scopes of work of the Project.

8. *“District Marketplace”* means the six county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry and Will.
9. *“Economically Disadvantaged”* means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2011.
10. *“Expertise”* means demonstrated skills, knowledge or ability to perform, as defined by normal industry practices, including licensure where required, in a field.
11. *“Good Faith Efforts”* shall have the meaning set forth in this Subdivision.
12. *“Joint Venture”* means an association formed by two or more Persons (as this term is defined below) to carry out a single business enterprise, for which purpose they combine their expertise, property, capital, efforts, and skills.
13. *“Local business”* means a Business located within the District's Marketplace which has the majority of its regular, full time work force located within the District's Marketplace.
14. *“Local Small Business”* means a Local Business which is also a Small Business.
15. *“Manufacturer”* means a Person (as this term is defined below) that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for a Procurement and of the general character described by the specifications.
16. *“Minority Business Enterprise” or “MBE”* means a Business:
 - a. Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;
 - b. Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals;
 - c. Which performs a Commercially Useful Function;
 - d. Which is a Certified Firm; and
 - e. Which is a Local Small Business
17. *“Minority Individual”* means an individual in one of the following groups:
 - a. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - b. Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;

- c. Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
 - d. Asian-Americans (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent); or
 - e. Other groups, including, but not limited to, Arab-Americans, found by the District to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's Marketplace.
18. "*Owned*" means having all the customary incidents of ownership, including the right of disposition, and the sharing in all risks and profits commensurate with the degree of ownership interest.
19. "*Person*" or "*Persons*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.
20. "*Personal Net Worth*" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other Certified MBE or WBE, provided that the other Person is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with a spouse, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's Personal Net Worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.
21. "*Program*" means the Minority and Women Owned Businesses Enterprise Program established in this division, and shall include the Public Works Participation Program.
22. "*Program Goals*" means the goals set forth in Section (H) of this Subdivision.
23. "*Public Works*" means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.
24. "*Purchasing Agent*" means the Purchasing Agent of the District.
25. "*Regular Dealer*" means a Person that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character required for the Procurement are bought, kept in stock, and regularly sold or leased in the usual

course of business. To be a Regular Dealer, the Person must be an established business that engages, as its principal business and under its own name, in the Procurement and sale or lease of the products in question. A Person may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the Person both owns and operates distribution equipment for the products. Any supplementing of such Person's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacturer representatives, or other Persons who arrange or expedite transactions are not Regular Dealers.

26. *"Small Business"* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.
27. *"Socially Disadvantaged"* means an individual who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.
28. *"Using Department"* means the department within the District responsible for initiating the procurement process.
29. *"Utilization Plan"* means a plan for utilization of M/WBEs described in Section (J) of this Subdivision.
30. *"Woman"* means a person of the female gender.
31. *"Woman-Owned Business Enterprise"* or *"WBE"* means a Business:
 - a. Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
 - b. Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
 - c. Which performs a Commercially Useful Function;
 - d. Which is a Certified Firm; and
 - e. Which is a Local Small Business.

E. *Race- and gender-neutral measures to implement the program.*

The District has adopted and shall continue to develop and use race-and gender-neutral measures to facilitate the participation of all firms in the procurement process. These measures include, but are not limited to the following:

1. Establishing schedules for submitting Bids and Quotations with adequate time frames for identifying and contacting M/WBEs qualified to participate in the Procurement;
2. Segmenting Procurements to facilitate the participation of MBEs, WBEs and other Small Businesses;
3. Providing timely information on contracting procedures, Bid preparation and specific contracting opportunities;
4. Holding pre-Bid conferences, where appropriate, to explain the projects and to encourage Contractors to use available qualified M/WBEs;
5. Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the District;
6. Collecting information from all Contractors detailing the Bids or proposals received from all subcontractors for Procurements and the expenditures to M/WBEs;
7. At the discretion of the CCA, in cooperation with the Purchasing Agent, periodically entering into a procurement process without Program Goals or Project Specific Goals in order to determine MBE and WBE utilization in the absence of such goals;
8. Referring complaints of discrimination to Cook County's Commission on Human Rights, or other appropriate authority, for investigation

F. *Program administration.*

1. The CCA, in conjunction with the District's Purchasing Agent and the CCD, shall administer the Program. The duties of the CCA shall include:
 - a. Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
 - b. Providing information and assistance to M/WBEs and Small Businesses relating to the Program, serving as a liaison to community, contractor, professional and supplier groups, and serving as a liaison to various other associations and organizations.
 - c. Verifying that Persons interested in participating in the Program have M/WBE certifications from the County of Cook and/or the City of Chicago, and monitoring the directory of Certified M/WBEs maintained by Cook County.
 - d. Establishing Contract Specific Goals, based upon the availability of M/WBEs to provide the supplies, materials and equipment or services required by the Contract.
 - e. Monitoring Contracts to evaluate compliance with Contract Specific Goals and commitments.
 - f. Cooperating with and providing assistance to Using Departments to facilitate participation by M/WBEs in Procurements.
 - g. Reviewing, approving, and, if necessary, rejecting Utilization Plans for achievement of Contract Specific Goals, evaluating the extent to which goals were achieved.

- h. Monitoring contracts to ensure compliance with Section (O) of this Subdivision, Prompt Payment of M/WBEs.
 - i. Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
 - j. Evaluating the effectiveness and utility of the Program.
 - k. Monitoring the Program and the District's progress towards the Program Goals.
- 2. The CCA shall report to the Contract Compliance committee on an annual basis, or as requested by the Contract Compliance Committee, information regarding the administration of the Program and its progress toward achieving the Program Goals.
 - 3. Using Departments shall cooperate with the CCA in the administration of the Program, specifically including assisting the CCA-with setting Contract Specific Goals and assisting in the identification of available MBEs and WBEs.
 - 4. *Intergovernmental Agreement between District and County.* The Forest Preserve District of Cook County shall provide staff and/or reimbursement to Cook County as set out in an intergovernmental agreement for the CCD to also act as, or assist, the CCA.

G. *Contract compliance committee.*

The Contract Compliance Committee ("CCC") shall be a Standing Committee of the Board, consisting of seven members of the Board selected as set forth in Title 1, Chapter 5, Section 1-5-2 of the Code. The CCC shall review procedures, proposed modifications to the Program or this Division 1-8-5, and complaints as referred by the CCA or the Purchasing Agent.

H. *Program goals.*

- 1. The District aspires to the following annual Program Goals: A goal of twenty-five percent (25%) of the annual total dollar amount of Contracts other than Public Works Contracts to MBEs, and ten percent (10%) of the total dollar amount of such Contracts to WBEs.
 - 2. The CCA, in consultation with CCD, the Purchasing Agent and the Using Agency shall establish Contract Specific Goals for each Contract. In establishing a Contract Specific Goal, the CCA shall consider the availability of sufficient Certified MBEs and WBEs for the supplies, materials and equipment or services required as part of the Procurement. No goal shall be treated as a quota nor shall it be used to discriminate against any Person on the basis of race, color, national origin, religion or sex.
- I. *Program Eligibility.* Only Businesses that meet the criteria as determined by the CCD for the County of Cook, for certification as a MBE or WBE may participate in the Program.

J. *Utilization plan; commercially useful function.*

- 1. *Utilization Plan required.* The Purchasing Agent shall include in Contract Documents for Contracts covered by this Division, a requirement that a Utilization Plan be submitted from a bidder or proposer that either: (i) commits to M/WBE participation equal to or greater than the applicable Program Goals or Contract Specific Goals, or (ii) requests a waiver of all or a portion

of a Program Goals or Contract Specific Goals based on the bidder' or proposer's good faith efforts to meet the goals. The Utilization Plan shall be in such form and contain such information as is required by the CCA. Failure to include a Utilization Plan will render the submission not Responsive. The CCA shall review and either approve or reject the Utilization Plan. For purposes of evaluation a Utilization Plan, only M/WBEs which perform a Commercially Useful Function shall be considered.

2. *Commercially Useful Function.* To be considered in meeting Goals, a M/WBE must perform a Commercially Useful Function, as determined pursuant to Subsection (K). "Commercially Useful Function" means the performance of a distinct element of work required for the Procurement, with the requisite skill and expertise.
 - a. In the case of a Procurement of goods or equipment, ordering from a manufacturer or distributor for delivery directly to the Using Agency is not a Commercially Useful Function; provided, however, that to the extent such practice is consistent with normal industry practices, a M/WBE subcontractor may enter into second tier subcontracts. However, if a M/WBE Contractor or subcontractor subcontracts a significantly greater portion of the work of the Contract than would be expected on the basis of normal industry practices, the M/WBE shall be presumed not to be performing a Commercially Useful Function.
 - b. In the case of a Procurement of services, a Person which subcontracts with another Person to perform the services required does not perform a Commercially Useful Function unless such Person also performs significant supervisory or management responsibilities. A Broker does not fulfill a Commercially Useful Function. In the case of a Joint Venture partner, each Joint Venture partner must perform a Commercially Useful Function.
3. M/WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the Contract through which funds are passed in order to obtain the appearance of M/WBE participation.
4. When a M/WBE is presumed not to be performing a Commercially Useful Function, the Certified M/WBE and the Person seeking to include that M/WBE in its Utilization Plan, may present evidence to rebut this presumption.
5. Once a Utilization Plan has been approved, the Contractor cannot make changes to the Utilization Plan, including substituting M/WBEs named in the Utilization Plan, without the prior written approval of the CCA, Purchasing Agent and the Using Department. The CCA shall promulgate procedures for changes to the Utilization Plan.

K. *Methods to achieve goals and compliance.*

A Person may achieve the applicable Contract Specific Goals in any one or more of the methods set forth below. The same M/WBE, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same Contract.

1. *M/WBE as prime Contractor.* An MBE or WBE may count its own participation toward the achievement of the applicable MBE or WBE goal. Such M/WBE will be required to meet the other goal by another method described herein. If a WBE is also a MBE, such WBE's participation may count toward either the MBE or WBE Goal but not both.

2. *Joint Venture with one or more M/WBE.* Where a Person engages in a Joint Venture with one or more M/WBEs, the Utilization Plan shall include a written agreement providing at least the information set forth in this Subsection. The CCA shall consider the following in determining whether the proposed Utilization Plan satisfies the Program Goals based upon such written Joint Venture agreement and the Utilization Plan.
 - a. Each Joint Venture partner's initial capital investment;
 - b. The extent to which the M/WBE's proposed participation in the performance of the Contract constitutes a Commercially Useful Function;
 - c. Whether the M/WBE's share in the risks and profits of the Joint Venture is proportional to their ownership interest;
 - d. Whether the M/WBE will have duties, responsibilities, management Control and risk with respect to the Joint Venture in proportion to its ownership interest;
3. *Subcontracting.* A Person may achieve the Contract Specific Goals by means of subcontracting with, or purchasing from one or more M/WBEs.
- L. *Request for a total or partial waiver of the Contract Specific Goals; good faith efforts.*
 1. In reviewing a partial or total request for waiver of a Goal, the CCA shall determine whether a Person has made good faith efforts to meet the applicable Goals and to what extent the waiver request should be granted. In determining whether a Person has made good faith efforts, the CCA will consider whether the Person has taken the following actions:
 - a. Reviewed lists of M/WBEs maintained by Cook County and other State and local governments and agencies to identify qualified M/WBEs for solicitation for Bids;
 - b. Divided Procurement requirements into small tasks or quantities. This shall include, where appropriate, whether the person has broken out Contract work items into economically feasible units, consistent with the availability of M/WBEs, to facilitate M/WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces;
 - c. Adjusted any insurance requirements imposed by the Person seeking M/WBEs, or otherwise assisted M/WBEs in obtaining any required insurance, where economically feasible, to encourage participation by M/WBEs;
 - d. Made timely attempts to contact M/WBEs providing the type of supplies, equipment, goods or services required for the Procurement; and provided them with a convenient and timely opportunity to obtain and review all information concerning the Procurement necessary to enable such M/WBE to respond;
 - e. Followed up on initial contacts of M/WBEs to determine if they are interested participating in the Procurement;
 - f. Negotiate in good faith and on a timely basis with M/WBEs to enable them to participate in the Procurement. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were contacted; a description of the information provided

- regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached. The Contractor may not reject M/WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Contractor's failure to meet the Goals, as long as such costs are reasonable;
- g. Make efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate; provided, however, that such efforts shall not be inconsistent with the requirement that the M/WBE be responsible for actually obtaining and paying for such items;
 - h. Establish delivery schedules which will encourage participation by M/WBEs, where the requirements of the Procurement permit;
 - i. Use the services and assistance of the CCD's or CCA's and the District's staff, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce;
 - j. Timely notify appropriate community and minority and women's business organizations identified as assist agencies of the opportunity for participation in the Procurement;
- 2. In determining whether a Bidder or Respondent has made Good Faith Efforts, the levels of participation by M/WBEs set forth in Utilization Plans submitted by other Persons for the same Procurement may be considered. For example, if the apparent successful Bidder or Respondent fails to meet the Contract Specific Goals, but meets or exceeds the average M/WBE participation obtained by other Bidders or Respondents, this may be evidence that the apparent successful Bidder or Respondent made Good Faith Efforts.
 - 3. Where the District requires professional services, the District must be able to call upon those professionals whose particular training and experience are most beneficial to the District.
 - a. The District sets an annual goal of 35 percent (35%) M/WBE participation for the total professional services and consulting services utilized by the District.
 - b. A Utilization Plan shall be required, and if a waiver or partial waiver is requested, "good faith" efforts shall be demonstrated as set forth in Section (L); provided, however, that such Persons shall not be required to attempt to subcontract with M/WBEs if subcontractors would not typically be utilized for the type of Procurement. In such cases, the Person shall document the reasons for not subcontracting in a waiver request.
 - c. The Contractor will endeavor to maximize use of M/WBEs for supplies, equipment, goods or services for such Contractor's business operations not specifically for the Procurement.
 - d. If such Person is required to have or has an affirmative action plan and goals, such plan and goals shall be submitted with their Utilization Plan. The CCA shall compare such plan and goals with the Person's actual affirmative action achievements and such achievements may be considered by the District in future Procurements.
 - 4. The CCA may grant a total or partial waiver based upon the following criteria:

- a. There are not sufficient M/WBEs capable of providing the supplies, equipment, goods or services required for the Procurement;
- b. The Procurement cannot reasonably be divided;
- c. The price required by potential M/WBEs is more than ten percent (10%) above competitive levels; and
- d. Any other factor relating to good faith efforts as set forth in the Person's Utilization Plan.

M. *Calculating M/WBE participation.*

In calculating a M/WBE's participation, only dollar amounts commensurate with a M/WBE's performance of a Commercially Useful Function may be counted.

1. The dollar value of that portion of a Procurement that is performed by the M/WBEs' own forces shall be counted, including the cost of supplies, materials and equipment furnished by the M/WBE for the Procurement, whether purchased or leased (except to the extent purchased or leased from the Contractor or the Contractor's Affiliate).
2. The dollar amount of fees or commissions charged by a M/WBE for providing a bona fide service, such as professional, technical, consultant, managerial, insurance brokerage or surety services, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
3. When a M/WBE is a Joint Venture partner, only the dollar value of the distinct, clearly defined work performed by the M/WBE with its own forces shall be counted.
4. Only the dollar value must be commensurate with the work the M/WBE actually performs.
5. One hundred percent (100%) of the cost of the supplies, equipment or goods obtained from a M/WBE Manufacturer or Regular Dealer shall be counted.
6. One hundred percent (100%) of the fees or transportation charges for the delivery of supplies, equipment, materials or goods shall be counted only if the payment of such fees is a customary industry practice and such fees are commensurate with fees customarily charged for similar services.
7. If a M/WBE ceases to be Certified during its performance on a Procurement, the dollar value of work performed under a Contract with that Person after it has ceased to be Certified shall not be counted.
8. Only the dollar amount actually paid to the M/WBE shall be counted toward the participation of a M/WBE.

N. *Review of contract performance.*

1. *Compliance with Utilization Plan.* The CCA shall review the Contractor's compliance with its Utilization Plan as necessary during the performance of the Contract. The CCA may establish such requirements for periodic Contractor reporting on compliance with its Utilization Plan as the

CCA determines appropriate and necessary. A Contractor shall be required to provide any additional requested compliance documentation within 14 days of request by the CCA.

- a. If the CCA determines that the Contractor has failed to comply with its Utilization Plan, the CCA shall notify the Purchasing Agent of such failure. The Purchasing Agent shall then send notice of default to the Contractor, and the Contractor shall have such time to cure the default as is provided in the Contract. If no such period is provided, the Contractor shall have ten days to cure such default. For purposes of this section, providing a plan for bringing the Contract into compliance with the Utilization Plan may constitute a cure, if compliance cannot reasonably be achieved within the applicable cure period, and if compliance is achieved in accordance with such plan.
 - b. If a Contractor fails to provide any documentation required by the CCA, the CCA shall notify the CPO of such failure. The Purchasing Agent shall then send notice of default to the Contractor, and the Contractor shall have such time to cure the default as is provided in the Contract. If no such period is provided, the Contractor shall have ten days to cure such default.
2. *Bid and target market programs.* To address more specifically the barriers to M/WBE participation as prime Contractors in District work, the CCA may recommend to the Purchasing Agent to institute the following special M/WBE bidding provisions, following determination of the appropriateness of such provisions.
- a. In connection with the award of a Contract subject to competitive bidding on which a M/WBE has bid and where the M/WBE is bidding on the item in question for the first time; and has never successfully bid on a Forest Preserve District of Cook County purchasing contract, the CCA may, at the opening of the bids on the item, compare the M/WBE Bid with the lowest Bid, and, if the M/WBE's Bid is closely competitive as defined by guidelines to be established by the CCA with that of lowest actual Bids, direct the Purchasing Agent to declare the M/WBE the successful Bidder. A M/WBE may use this procedure only once to become the successful Bidder on any particular item. Thereafter, the M/WBE must be totally competitive in terms of price to be the successful Bidder.
 - b. The Contract Compliance Administrator shall develop and coordinate a target market program as follows:
 - (i) The CCA shall review the availability of M/WBEs providing various goods and services and shall identify for inclusion in a potential program for bidding among M/WBE Persons certain commodity areas with sufficient M/WBE availability to ensure that the District receives a competitive price. The CCA shall report his/her findings and recommendations to the Contract Compliance Committee;
 - (ii) Upon a determination by the CCA that such a program is advisable for any particular commodity procurement; the CCA will institute the following procedures:
 - (a) The CCA will notify the Purchasing Agent of identification of those commodity codes appropriate for a target market program;
 - (b) To the extent practicable, the Purchasing Agent, with the aid of the CCA, shall divide procurement in the designated commodity areas into

economically feasible sizes to facilitate Bids or offers from M/WBEs and shall designate contracts to be offered under the target market program;

- (c) The Purchasing Agent shall offer M/WBEs the opportunity to bid on such contracts in a limited competition;
 - (d) All standard District rules for bidding will then become effective and, provided that at least three M/WBEs Bid or make an offer on the contract, the lowest Responsive and Responsible Bidder among the M/WBEs will receive the contract;
 - (e) In the event less than three M/WBEs Bid or make an offer on the Contract or if there is no Responsive Bid or offer received from a Responsible M/WBE, the Purchasing Agent shall rebid the Contract not subject to the target market program.
- (iii) Participation in the target market program shall be limited to Minority Business Enterprises, Women's Business Enterprises and Joint Ventures consisting exclusively of Minority Business Enterprises, Women's Business Enterprises or both. The M/WBE Contractor on a target market Contract may subcontract up to 49 percent of the dollar value of the target market Contract to subcontractors who are not Minority Business Enterprises or Women's Business Enterprises.

O. Prompt payment of firms.

If an invoice from a Contractor includes payment for supplies, equipment, goods or services furnished by a M/WBE, Contractor shall pay such M/WBE for such supplies, equipment, goods or services within fourteen (14) days after receipt of payment from the District. The CCA shall investigate any complaint or charge of excessive delay in payment, and shall report the results of such investigations to the Contract Compliance Committee and to the District Comptroller. Failure of Contractor to comply with this Section shall constitute a material breach of the Contract.

P. Reporting and review.

The CCA shall report to the Board on an annual basis with respect to the following:

1. The percentage of the total dollar amount of Procurements for such year actually received by M/WBEs;
2. The number of MBEs and WBEs available for participation in Procurements, by category;
3. An evaluation of the effectiveness of this division in ensuring equitable participation by M/WBEs in Procurements;
4. An assessment of the continuing need for the Program;
5. Identification of any enforcement problems; and
6. Any recommendations with respect to modifying or improving the Program, including discontinuing or modifying Program Goals in those cases where Minority Business Enterprises and Women's Business Enterprises no longer are disadvantaged by the effects of discrimination in their participation in Procurements.

Q. *Prohibited provisions.*

Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.

R. *Review and Sunset*

1. On or before the sunset date of this Ordinance, the District shall review new evidence to determine whether it has a compelling interest in continuing narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace.
2. This Ordinance shall sunset on or before June 30, 2016

1-8-5b: SUBDIVISION II. CONSTRUCTION ORDINANCE

A. *Short title; incorporation of provisions.*

This subdivision may be known and cited as the Forest Preserve District of Cook County Public Works Minority- and Women-Owned Business Enterprise Ordinance and may be cited as such.

B. *Findings.*

1. The findings set forth in subdivision I Section B of this division 1 - 8 - 5 are incorporated herein by this reference.
2. On July 11, 2012 the Governor of Illinois signed a new law allowing the District to establish provisions to address the underutilization of M/WBE with respect to construction Contracts.
3. The District seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in Public Works Contracts;
4. In the absence of authority to establish the type of provisions referenced via the Program to Public Works Contracts, the District has witnessed a significantly low level of participation by M/WBEs in its Public Works Contracts and, thus, the District has been a passive participant in a discriminatory marketplace without the application of M/WBE goals.

C. *Policy.*

It is hereby found, determined and declared that the purpose of this Ordinance is to ensure the full and equitable participation of Minority- and Women-Owned Business Enterprises in the District's procurement process as both prime and subcontractors in the District's construction contracts. The District is committed to a policy of preventing discrimination in the award of, or participation in, construction contracts and has recommended appropriate narrowly tailored remedies to address past discrimination and eliminate potential discrimination with respect to District contract awards.

D. *Applicability.*

This subdivision shall apply to all construction contracts funded in whole or in part by County funds, regardless of the sources of other funds; provided that any contract with respect to which a

goal for Minority-Owned Business Enterprise or Women-Owned Business Enterprise participation is inconsistent with or prohibited by State or Federal law shall be exempt from the goals included in this subdivision.

E. *Definitions.*

The following terms shall have the following meanings:

1. *"Affiliate of a person or entity"* means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
2. *"Annual Participation Goals"* mean the targeted levels of participation established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts.
3. *"Business"* means a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity.
4. *"Certified Firm"* means a firm that has been registered by the County as a certified MBE or WBE.
5. *"Contract Compliance Administrator"* or *"CCA"* means the Forest Preserve District Contract Compliance Administrator.
6. *"Contract Compliance Director"* or *"CCD"* means the Cook County Contract Compliance Director. The CCD also shall be empowered to act as, or assist, the CCA with respect to the functions of the CCA referenced herein.
7. *"Contractor"* means any Business that seeks to enter into a construction contract with the District, other than for professional services, and includes all partners and Affiliates Business.
8. *"Commercially Useful Function"* means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.
9. *"Director"* or *"CCD"* means the Contract Compliance Director.
10. *"District"* means the Forest Preserve District of Cook County and its participating Using Department.
11. *"District's Marketplace"* means the six county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry and Will.
12. *"Doing Business"* means having a physical location from which to engage in for profit activities in the scope(s) of expertise of the Business.
13. *"Economically Disadvantaged"* means an individual with a Personal Net Worth less than \$2,000,000.00 indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2011.

14. “*Expertise*” means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the Business as defined by normal industry practices, including licensure where required
15. “*Good Faith Efforts*” means actions undertaken by a Contractor to achieve an MBE or WBE goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program’s goals.
16. “*Joint Venture*” means an association of two or more Businesses proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.
17. “*Local Business*” means a Business located within the District's Marketplace which has the majority of its regular, full time work force located within the District's Marketplace.
18. “*Local Small Business*” means a Local Business which is also a Small Business.
19. “*Manufacturer*” means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
20. “*Minority Business Enterprise*” or “*MBE*” means a Business:
 - a. Which is at least 51 percent owned by one or more Minority Individuals, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Minority Individuals;
 - b. Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority Individuals;
 - c. Which performs a Commercially Useful Function;
 - d. Which is a Certified Firm; and
 - e. Which is a Local Small Business.
21. “*Minority Individual*” means:
 - a. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - b. Hispanic-Americans, which includes persons of Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American;
 - c. Native-Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or
 - d. Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent; or

- e. Individual members of other groups, including but not limited to Arab-Americans, found by the District to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.
- 22. "*Owned*" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.
- 23. "*Person*" or "*Persons*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.
- 24. "*Personal Net Worth*" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other District certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.
- 25. "*Program*" means the Program established by the Minority- and Women- Owned Business Enterprise Ordinance.
- 26. "*Project Specific Goals*" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scopes of work of the Project.
- 27. "*Public Works*" means all fixed works constructed or demolished by the District, or paid for wholly or in part out of public funds administered by the District. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.
- 28. "*Public Works Contracts*" means Contracts for all fixed works constructed or demolished by the District, or paid for wholly or in part out of public funds administered by the District.
- 29. "*Purchasing Agent*" means the Purchasing Agent of the District.
- 30. "*Regular Dealer*" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and

regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular Business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

31. "*Small Business*" means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts. A firm is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.
32. "*Socially Disadvantaged*" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.
33. "*Using Department*" means the department of the District responsible for initiating the procurement process.
34. "*Utilization Plan*" means the list of MBEs and WBEs that the Bidder/Proposer commits will be utilized, the scopes of the work and the dollar values or the percentages of the work to be performed.
35. "*Woman*" means a person of the female gender.
36. "*Woman-Owned Business Enterprise*" or "*WBE*" means a Business:
 - a. Which is at least 51 percent owned by one or more Women, or in the case of a publicly owned Business, at least 51 percent of all classes of the stock of which is owned by one or more Women;
 - b. Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Women;
 - c. Which performs a Commercially Useful Function;
 - d. Which is a Certified Firm; and
 - e. Which is a Local Small Business.

F. Program Administration.

1. The CCA, who shall report to the General Superintendent and the President of the Board of Commissioners of Forest Preserve District of Cook County, shall administer the Program, whose duties shall include:

- a. Formulating, proposing and implementing rules and regulations for the development, implementation and monitoring of the Program.
 - b. Providing information and assistance to MBEs and WBEs relating to District procurement practices and procedures, bid specifications, requirements, goals and prerequisites.
 - c. Establishing uniform procedures and criteria for accepting certifications of Persons as M/WBEs by the County of Cook and the City of Chicago, and maintaining a directory of Certified Firms.
 - d. Establishing Project Specific Goals in collaboration with the User Department.
 - e. Evaluating Contractors' achievement of Project Specific Goals and Good Faith Efforts to meet Project Specific Goals.
 - f. Working with Using Departments to monitor contracts to ensure prompt payments to MBEs and WBEs and compliance with Project Specific Goals and commitments, including gathering data to facilitate such monitoring.
 - g. Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
 - h. Collecting data to evaluate the Program and other District contracting initiatives.
 - i. Monitoring the Program and the District's progress towards its Annual Participation Goals. The CCA shall report on a quarterly and annual basis to the General Superintendent and the President on the administration and operations of the Program.
2. The Using Departments that receive appropriate delegation for project management, contract management, and/or construction and/or design contract responsibility shall have the following duties and responsibilities with regard to the Program:
 - a. Assisting the CCA with setting Project Specific Goals.
 - b. Assisting in the identification of available MBEs and WBEs, and providing other assistance in meeting the Project Specific Goals.
 - c. Performing other activities to support the Program.
 - d. Gathering and maintaining prime contracting and subcontracting data for those contracts which they manage.
 - e. Submitting subcontracting data as required to the CCD or CCA.
3. *Intergovernmental Agreement between District and County.* The Forest Preserve District of Cook County shall provide staff and/or reimbursement to Cook County as set out in an intergovernmental agreement for the CCD to also act as, or assist, the CCA.
- G. *Race- and Gender-Neutral Measures to Ensure Equal Opportunities for all Contractors and Subcontractors.*

The District has adopted and shall continue to develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

1. Arranging solicitation times for the presentations of bids, quantities, specifications, and delivery schedules to facilitate the participation of interested firms;
2. Segmenting, structuring or issuing contracts to facilitate the participation of MBEs, WBEs and other Small Businesses;
3. Providing timely information on contracting procedures, bid preparation and specific contracting opportunities;
4. Providing assistance to Businesses in overcoming barriers such as difficulty in obtaining bonding and financing;
5. Holding pre-bid conferences, where appropriate, to explain the projects and to encourage Contractors to use all available qualified firms as subcontractors;
6. Adopting prompt payment procedures, including, requiring by contract that prime Contractors promptly pay subcontractors;
7. Reviewing retainage, bonding and insurance requirements to eliminate unnecessary barriers to contracting with the District;
8. Collecting information from all prime Contractors on District construction contracts detailing the bids received from all subcontractors for District construction contracts and the expenditures to subcontractors utilized by prime Contractors on District construction contracts;
9. At the discretion of the District, letting a representative sample of District construction contracts without goals, to determine MBE and WBE utilization in the absence of goals;
10. Maintaining information on all firms bidding on District prime contracts and subcontracts; and
11. Referring complaints of discrimination to the appropriate authority, for investigation.

H. *Program Eligibility.*

Only Businesses that meet the criteria as defined by the CCD for the County of Cook, for certification as a MBE or WBE may participate in the Program.

I. *Annual Aspirational Goals.*

The Annual Aspirational Goals for the utilization of MBEs and WBEs on District construction contracts and subcontracts shall be twenty-four percent (24%) for MBEs and ten percent (10%) for WBEs.

J. *Project Specific Goals.*

The CCA, in consultation with the Using Department shall establish Project Specific Goals for construction Contracts based upon the availability of at least three MBEs and three WBEs to

perform the anticipated subcontracting functions of the project and the District's utilization of MBEs and WBEs to date.

K. *Counting MBE and WBE Participation.*

1. The entire amount of that portion of a contract that is performed by the MBEs or WBEs own forces shall be counted, including the cost of supplies and materials obtained by the MBE or WBE for the work of the contract, and supplies purchased or equipment leased by the MBE or WBE (except supplies and equipment the MBE or WBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate).
2. The entire amount of fees or commissions charged by a MBE or WBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
3. When a MBE or WBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the MBE or WBE with its own forces and for which it is separately at risk, shall be counted.
4. Only expenditures to a MBE or WBE that is performing a Commercially Useful Function shall be counted. To determine whether a MBE or WBE is performing a Commercially Useful Function, the District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the MBE or WBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A MBE or WBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of MBE or WBE participation. If a MBE or WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a MBE or WBE is presumed not to be performing a Commercially Useful Function, the Certified Firm may present evidence to rebut this presumption.
5. One hundred percent (100%) of the cost of the materials or supplies obtained from a MBE or WBE Manufacturer or Regular Dealer shall be counted. One hundred percent (100%) of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.
6. If a firm ceases to be a Certified Firm for any other reason than graduation from the M/WBE Construction Program during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.
7. In determining achievement of Project Specific Goals, the participation of a MBE or WBE shall not be counted until that amount has been paid to the MBE or WBE.

L. *Contract Pre-Award Compliance Procedures.*

1. For all solicitations, the bidder/proposer shall submit a Utilization Plan detailing all subcontractors from which the Contractor solicited bids or quotations, and if Project Specific Goals have been established, its achievement of the Goals or its Good Faith Efforts to do so. The Utilization Plan shall be due at the time the bid proposal is due.
2. Any agreement between a Contractor and a MBE or WBE in which the Contractor requires that the MBE or WBE not provide subcontracting quotations to other Contractors is prohibited.
3. Where the Contractor cannot achieve the Project Specific Goal(s), the CCD or CCA will determine whether the Contractor has made Good Faith Efforts to meet the Goal(s). In making this determination, the CCA will consider, at a minimum, the Contractor's efforts to:
 - a. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MBEs and WBEs certified in the scopes of work of the contract. The Contractor shall provide interested MBEs and WBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow MBEs and WBEs to respond to the solicitation. The Contractor must follow up initial solicitations with interested MBEs and WBEs.
 - b. Select portions of the work to be performed by MBEs and WBEs in order to increase the likelihood that the Project Specific Goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation, even when the Contractor would otherwise prefer to perform these work items with its own forces. It is the Contractor's responsibility to make a portion of the work available to MBEs and WBEs and to select those portions of the work or material needs consistent with the availability MBEs and WBEs to facilitate their participation.
 - c. Negotiate in good faith with interested MBEs and WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs and WBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with MBEs and WBEs. The Contractor may not reject MBEs and WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself sufficient reason for a Contractor's failure to meet the Project Specific Goals, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve it of the responsibility to make Good Faith Efforts on all scopes of work that could be subcontracted.
 - d. Make efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the District or the prime Contractor, where appropriate.
 - e. Make efforts to assist interested MBEs and WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.
 - f. Use the services of the CCA, available minority/women community organizations, minority/women contractors' groups, government sponsored minority/women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

4. In determining whether a Contractor has made Good Faith Efforts, the performance of other Contractors in meeting the Project Specific Goals may be considered. For example, when the apparent successful Contractor fails to meet the Project Specific Goals but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Contractor could have met the Project Specific Goals. Similarly, if the apparent successful Contractor fails to meet the Project Specific Goals, but meets or exceeds the average MBE or WBE participation obtained by other Contractors, this may be evidence that the apparent successful Contractor made Good Faith Efforts.
5. A signed letter of intent from each listed MBE or WBE, describing the work, materials, equipment or services to be performed or provided by the MBE or WBE and the agreed upon dollar value shall be due at the time of bid proposal or within three days after such submission.
6. The CCA shall timely review the Utilization Plan before award, including the scope of work and the letters of intent from MBEs and WBEs. The CCA may request clarification in writing of items listed in the Utilization Plan, provided such clarification shall not include the opportunity to augment listed participation or Good Faith Efforts.
7. If the CCA determines that the Utilization Plan demonstrates that the Project Specific Goals have been achieved or Good Faith Efforts made, with the concurrence of the Using Department, the CCA and Using Department shall recommend award to Purchasing Department.
8. If the CCA finds that a Contractor did not make sufficient Good Faith Efforts, the CCA shall communicate this finding to the Purchasing Department and recommend that the bid/proposal be rejected. A Contractor may protest this determination pursuant to the County's bid protest procedures.

M. Contract Administration Procedures.

1. Upon award of a contract by the District that includes Project Specific Goals; the Project Specific Goals become covenants of performance by the Contractors and incorporated in the contract.
2. The Contractor shall provide a listing of all subcontractors to be used in the performance of the contract, and detailed subcontractor information to the District with each request for payment submitted to the District or as otherwise directed by the District. The CCA and the Using Department shall monitor subcontractor participation during the course of the contract. The District shall have full and timely access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the District for any purpose.
3. The Contractor cannot make changes to the Utilization Plan or substitute MBEs or WBEs named in the Utilization Plan without the prior written approval of the CCA, Purchasing Agent and the Using Department. Unauthorized changes or substitutions shall be a violation of this subdivision and a breach of contract, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the Contractor to contract penalties or other sanctions.

- a. All requests for changes or substitutions of a MBE or WBE Subcontractor(s) named in the Utilization Plan shall be made to the CCA, Purchasing Agent and the Using Department in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute a MBE or WBE subcontractor or perform the work designated for a MBE or WBE subcontractor with its own forces unless and until the CCA, Purchasing Agent in consultation with the Using Department, approves such substitution in writing. A Contractor shall not allow a substituted subcontractor to be in work until the Director, Purchasing Agent and the Using Department have approved the substitution.
 - b. The facts supporting the request must not have been known nor reasonably should have been known by either party before the submission of the Utilization Plan. Bid shopping is prohibited. The Contractor must negotiate with the MBE or WBE subcontractor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
 - c. Substitutions of the subcontractor shall be permitted only on the following bases:
 - (i) Unavailability after receipt of reasonable notice to proceed.
 - (ii) Failure of performance.
 - (iii) Financial incapacity.
 - (iv) Refusal by the subcontractor to honor the bid or proposal price.
 - (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
 - (vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements; or
 - (vii) The subcontractor's withdrawal of its bid or proposal.
 - d. The final decision whether to permit or deny the proposed substitution, and the basis of any denial, shall be communicated to the parties in writing by the CCA.
 - e. Where the Contractor has established the basis for the substitution to the satisfaction of the District, the Contractor shall make Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the CCA in obtaining a new MBE or WBE. If the Project Specific Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
 - f. If the District requires the substitution of a MBE or WBE subcontractor listed in the Utilization Plan, the Contractor shall undertake Good Faith Efforts to fulfill the Utilization Plan. The Contractor may seek the assistance of the CCA in obtaining a new MBE or WBE subcontractor. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the Contractor may substitute with a non-Certified Firm.
4. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Utilization Plan, the Contractor shall obtain the approval of the CCA to modify

the Utilization Plan and must make Good Faith Efforts to ensure that MBES and WBEs have a fair opportunity to bid on the new scope of work.

5. Changes to the scopes of work shall be documented by the Using Department at the time they arise, to establish the reasons for the change and the effect on achievement of the MBE or WBE goal.
6. Prior to contract closeout, the CCA shall evaluate the Contractor's fulfillment of the contracted goals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. If the District determines that Good Faith Efforts to meet the MBE or WBE commitments were not made, or that fraudulent misrepresentations have been made, or any other breach of the contract or violation of this subdivision, a remedy or sanction may be imposed, as provided in the contract.

N. *Sanctions and Penalties.*

1. The following violations of this subdivision may result in a breach of contract:
 - a. Providing false or misleading information to the District in connection with submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post-award compliance, or other Program operations.
 - b. Committing any other violations of this subdivision.
2. A Contractor or subcontractor is subject to withholding of payments under the contract, termination of the contract for breach, contract penalties, or being barred or deemed non-responsive in future District solicitations and contracts as determined by the District's Purchasing Agent, if it is found to have:
 - a. Provided false or misleading information in connection with an application for certification or recertification or colluded with others to do so;
 - b. Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations or colluded with others to do so;
 - c. Failed in bad faith to fulfill Project Specific Goals, thereby materially breaching the contract;
or
 - d. Failed to comply in good faith with substantive provisions of this subdivision.

O. *Program Review and Sunset.*

1. The President and the Board of Commissioners shall receive quarterly and annual reports from the CCA detailing the District's performance under the Program.
2. The President and the Board of Commissioners will review these reports, including the Annual Participation Goals and the County's progress towards meeting those Goals and eliminating discrimination in its contracting activities and marketplace.

3. Within five (5) years after the effective date of this ordinance, the District will review the operation of the Program and the evidentiary basis for the Program in order to determine whether the District has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the District will not function as a passive participant in a discriminatory marketplace.
4. This subdivision shall sunset on or before June 30, 2016.

Effective date: This ordinance shall be in effect immediately upon adoption.

COMMISSIONER REYES, SECONDED BY VICE CHAIRMAN STEELE, MOVED TO APPROVE THE PROPOSED SUBSTITUTE ORDINANCE FOR COMMUNICATION NO. 11FINA0194. THE MOTION CARRIED AND THE PROPOSED SUBSTITUTE ORDINANCE FOR COMMUNICATION NO. 11FINA0194 WAS APPROVED.

COMMISSIONER DALEY, SECONDED BY VICE CHAIRMAN STEELE, MOVED TO ADJOURN. THE MOTION CARRIED AND THE MEETING WAS ADJOURNED.

OFFICE OF THE GENERAL SUPERINTENDENT

Commissioner Gorman, seconded by Commissioner Steele, moved that the Grant Award be approved and adopted. **The motion carried unanimously.**

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GRANT AWARDS

AUTHORIZATION TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICES FOR RESTORATION ACTIVITIES AT POWDERHORN PRAIRIE

Transmitting a Communication, dated September 11, 2012

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to accept a grant award in the amount of \$33,646.65, 50% of the total project cost, from the United States Department of Agriculture (USDA) Natural Resources Conservation Services, Champaign, Illinois, to conduct restoration activities at Powderhorn Prairie, a designated Illinois Nature Preserve site, located in Burnham, Illinois. The grant will facilitate the efforts of the Forest Preserve District of Cook County (the "District") to remove invasive plants, thereby improving the ecological health of the site. Two interpretive signs will be installed that highlight the unique plant and animal communities present at Powderhorn Prairie. If the aforementioned grant is accepted, the District will be obligated to provide a 1:1 match in support of this project.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Estimated Fiscal Impact (Grant Match): \$33,646.65. Account: Capital Improvement Fund/ 090200-670055. Grant Award: \$33,646.65. Funding period: October 1, 2012 through October 1, 2014

Commissioner Gorman, seconded by Commissioner Steele, moved that the Grant Award be approved and adopted. **The motion carried unanimously.**

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**AUTHORIZATION TO ACCEPT A GRANT FROM GREAT LAKES RESTORATION
INITIATIVE VIA THE NATIONAL FISH AND WILDLIFE FOUNDATION TO REMOVE
INVASIVE SPECIES IN THE THORNTON-LANSING ROAD NATURE PRESERVE**

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to accept a grant award in the amount of \$100,000.00 from the Great Lakes Restoration Initiative via the National Fish and Wildlife Foundation, Washington, DC, to facilitate the efforts of the Forest Preserve District of Cook County (the "District") to restore more than 130 acres of Lakeplain habitat including sand savanna, sand prairie, marsh swale, and riparian woodlands by removing invasive species in the Thornton-Lansing Road Nature Preserve, one of the District's most ecologically significant sites, located in the Millennium Reserve: Calumet Core area. The total project cost is estimated to be \$219,920.00.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Estimated Fiscal Impact: \$119,920.00 (Grant Match). Grant Award: \$100,000.00. Funding Period: October 1, 2012 through October 1, 2014. Account: Capital Improvement Fund/090200-670055.

Commissioner Gorman, seconded by Commissioner Steele, moved that the Grant Award be approved and adopted. **The motion carried unanimously.**

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**AUTHORIZATION TO ACCEPT A GRANT FROM GREAT LAKES RESTORATION
INITIATIVE VIA THE US FISH AND WILDLIFE SERVICE
TO RESTORE 160 ACRES OF DIVERSE COASTAL ECOSYSTEMS
AND IN PARTNERSHIP WITH AUDUBON CHICAGO REGION**

Transmitting a Communication, dated September 11, 2012 from

ARNOLD RANDALL, General Superintendent

requesting authorization for the District to accept a grant award in the amount of \$350,000.00 from the Great Lakes Restoration Initiative via the US Fish and Wildlife Service, Barrington, Illinois, to facilitate the efforts of the Forest Preserve District of Cook County (the "District") to restore and connect natural and human communities in the Calumet region. The project is intended to restore some 160 acres of

diverse coastal ecosystems and, through partnership with Audubon Chicago Region, to hire outreach coordinators to connect the local community with the District. The total project cost is estimated to be \$510,000.00.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Estimated Fiscal Impact: \$160,000.00 (Grant Match). Grant Award: \$350,000.00. Funding Period: October 1, 2012 through September 30, 2014

Account: Capital Improvement Fund/090200-670055. The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Commissioner Goslin, seconded by Commissioner Steele, moved that the Grant Award be approved and adopted. **The motion carried unanimously.**

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NOTIFICATION OF GRANT TO FRIENDS OF THE CHICAGO RIVER

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

Friends of the Chicago River has received a grant entitled Gully Monitoring Project from the Gaylord and Dorothy Donnelley Foundation. The grant will fund the development and implementation of a volunteer based gully monitoring initiative for \$80,000 over two years. Gullies are formed when stormwater runoff flows through the landscape in an unnatural fashion. The water that flows through the gullies gathers pollution as it heads to the Chicago River. Identifying these gullies and eventually addressing their source and restoring the landscape will enhance the natural capacity of the forest preserve holdings as well as the Chicago River.

Project activities include developing gully monitoring protocols and a volunteer training program, recruiting and training volunteer monitors, organizing and assisting volunteer based monitoring of gullies entering the Chicago River and its tributaries, and collecting and analyzing the project data. This work will take place along the banks of the Chicago River and its tributaries as it flows through the Forest Preserve District properties in Cook County, Illinois. The Forest Preserve District of Cook County will provide match in the form of storing equipment at the Skokie Resource Center and the Volunteer Resource Center.

Estimated Fiscal Impact: None.

Commissioner Gorman, seconded by Commissioner Garcia, moved that License Request be referred to the Committee on the Real Estate (Comm. No. 12REAL0005). **The motion carried unanimously.**

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LICENSE REQUEST EDEN LANES BOWLING ALLEY

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to accept a donation of land from, and grant a license to, locate, operate, and maintain a gravel and asphalt paved driveway and parking lot on District land to Kenneth A. Rumph, owner of Eden Lanes bowling alley, Westchester, Illinois.

If approved, this land use request would allow the District to amicably resolve an encroachment issue in which part of the Eden Lanes parking lot and driveway have existed on Forest Preserve land for many years, accept a donation of land, and obtain a purchase option on additional land.

Mr. Rumph contends that removal of the parking lot and driveway from District land will cause a hardship due to restricted access. He has requested a 10 year term license to allow continued use of 7,287 square feet of District property, has agreed to pay the required license fee of \$13,906.26 and has offered the following as additional benefits to the District:

- Donation of 7,560 s.f. of existing parking area to the District, after removal of asphalt and restoration
- Clear identification of boundaries and placement of barriers to prevent further encroachment
- Right of first refusal to the District for the remaining Eden Lanes property

The area for the license is 0.167 acre and is located along Cermak Road east of LaGrange Road, in Westchester.

Estimated Fiscal Impact: Kenneth A. Rumph will pay a one-time upfront fee of \$13,906.26 for a ten (10) year license, and convey a restored 0.174 acre parcel to the District at no cost.

A Land Use Review Summary Form is included in the background materials.

District: 16

Commissioner Goslin, seconded by Commissioner Steele, moved that the Permission to Advertise be approved and adopted. **The motion carried unanimously.**

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**PERMISSION TO ADVERTISE FOR BIDS
FOR AUTOMOBILE PARTS**

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District to advertise and solicit bids for aftermarket automobile parts. These parts will be used on equipment Districtwide.

Reason: Aftermarket automobile parts are needed for the repair of vehicles Districtwide.

Contract Period: Twenty-Four (24) Months with the option to renew for three (3) additional one (1) year periods.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Account: Equipment Maintenance Services, Supplies & Materials/015100-620120.

Districtwide

Commissioner Goslin, seconded by Commissioner Garcia, moved that the Proposed Contract be approved and adopted. **The motion carried unanimously.**

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**PROPOSED CONTRACT FOR DISTRICTWIDE TREE PLANTING AND MAINTENANCE,
LANDSCAPE MAINTENANCE SERVICES AND LANDSCAPE DESIGN PROGRAM
SERVICES**

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District, upon satisfactory review by the District's legal department, to enter into and execute a contract with Clauss Brothers, Inc. Landscape Architects and Contractors, Streamwood, Illinois for tree planting, maintenance, landscape maintenance services and landscape design program services throughout the forest preserve.

Reason: Clauss Brothers, Inc. Landscape Architects and Contractors is in good standing with the State of Illinois.

Contract 12-31-105 consists of a comprehensive tree planting and maintenance, landscape maintenance services and landscape design services program throughout the Forest Preserve District of Cook County (the "District"). The District received four (4) proposals for the project. Clauss Brothers Inc. Landscape Architects and Contractors and their team including E. King Construction, Sanders Landscaping, Ann Roberts Gardens and Atrium Landscaping was determined to have submitted the most responsive and responsible proposal.

The District assembled a review panel which consisted of various District staff and outside experts that considered Clauss Brothers' proposal the most responsive including particular strengths in experience, expertise and performance capacity as it relates to the work as detailed in the specification. The proposers were evaluated on their experience with similar projects, proposed approach, capacity to perform all aspects of the work as detailed in the specification and cost.

The recommended proposer has indicated they will utilize MBE/WBE companies as work is identified where the qualifications and services provided will benefit the District.

Estimated Fiscal Impact: Not to exceed \$800,000.00 in a twelve month period. Contract Period: Thirty-six (36) months from issuance of purchase order with the potential for a twenty-four (24) month renewal. (090200-670055 Capital Improvement Fund/ Account).

Districtwide

Commissioner Goslin, seconded by Commissioner Garcia, moved that the Proposed Contract be approved and adopted. **The motion carried unanimously.**

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**PROPOSED CONTRACT
FOR OAK FOREST HERITAGE PRESERVE INITIAL DEVELOPMENT PLANS**

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District, upon satisfactory review by the District's legal department, to enter into and execute a contract professional services contract with Conservation Design Forum, Elmhurst, Illinois, to prepare the initial development plans for the Oak Forest Heritage Preserve.

Reason: Contract 11-80-14 consists of initial design development, construction documents, restoration plans, phase II environmental assessment, and construction supervision for the initial development of the Oak Forest Heritage Preserve.

On October 5, 2011, the Board of Commissioners approved the firm of Conservation Design Forum (CDF) and their team including MARS, Inc.; Environmental Design International; Bluestone & Associates; and Primera Engineers to develop the Oak Forest Master Plan based on a Request For Proposal for services to prepare a master plan and prepare initial development plans for the site.

A master plan for the Oak Forest Heritage Preserve is now complete and the plan was submitted to the Board at the July 11, 2012 meeting. The Request for Proposal for the Master Plan contemplated that the same consultant team would prepare plans for the initial phase of development subject to negotiation of the scope and budget after completion of the concept plans, and approval by the Board of Commissioners.

The total cost for plans for the initial phase of development is not to exceed \$190,00.00. In

accordance with the intergovernmental agreement (IGA), Cook County will be participating in this contract for the amount not to exceed \$15,000. The District's portion of the cost for the Master Plan and initial development plans will exceed the \$150,000.00 total anticipated in the IGA for this project.

The District's Chief Financial Officer has reviewed and approved the proposed expenditures.

Estimated Fiscal Impact: \$175,000.00. Contract Period September 11, 2012 through December 31, 2013. (091000-670061 Capital Improvement Fund/and 108062-620040 Grant Accounts)

District: 6

Commissioner Goslin, seconded by Commissioner Garcia, moved that the Proposed Contract be approved and adopted. **The motion carried unanimously.**

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**PROPOSED CONTRACT
FOR THE CENTENNIAL CAMPAIGN PUBLIC ENGAGEMENT PLAN – PHASE I**

ITEM #18 APPROVED AS AMENDED IN ERRATA

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent
requesting authorization for the Forest Preserve District of Cook County (“The District”), upon satisfactory review by the District’s legal department, to enter into a professional services contract with Fleishman-Hillard, Chicago, Illinois to provide services for the creation and implementation of a multifaceted public engagement strategy using the District’s centennial years (2013 through 2015) as a platform to attract new audiences to our lands, increase volunteerism, and generate new sources of non-tax revenue.

The centennial campaign will also include a special focus on families and children from early childhood through the teen years, introducing greater numbers to the incredible natural, educational and recreational opportunities that surround them. It will also reestablish the Forest Preserve District’s role as a leader and innovator in the fields of conservation, environmental education and outdoor recreation.

The scope of the project will include the identification of legacy projects that reinforce the mission of the District and will persist far beyond the Centennial itself; a plan to work with the Forest Preserve Foundation to connect corporate support to each of the legacy projects; and the development of public programs and outreach strategies, utilizing the Nature Centers and other assets, that will offer new ways to engage the residents of Cook County.

Fleishman-Hillard was selected via the Request for Qualifications/Request for Proposals process and has committed to 20% minority participation on this project.

Estimated Fiscal Impact: Not to exceed \$125,000.00. Contract Period: September 12, 2012 through May 27, 2013 with two (2) optional one-year (1) year extensions. (019900-620090 Other Professional Services Accounts)

Commissioner Reyes, seconded by Commissioner Steele, moved that the Proposed Contract be approved and adopted as amended. **The motion carried unanimously.**

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**PROPOSED CONTRACT FOR THE
DEVELOPMENT OF A COMPREHENSIVE MBE/WBE PROGRAM**

Transmitting a Communication dated, September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County (“The District”), upon satisfactory review by the District’s legal department, to enter into a professional services contract with Ralph G. Moore & Associates, Inc., Chicago, Illinois, to provide services for the development of a Comprehensive MBE/WBE Program.

This contract provides for professional services to the District by assisting in the development and implementation of a comprehensive strategy including, but not limited to policies and procedures, to increase MBE/WBE utilization in all feasible contracts. In addition, Ralph G. Moore and Associates will assist the District in developing and incorporating MBE/WBE utilization goals with respect to various projects.

Ralph G. Moore & Associates was selected via the Request for Qualifications/Request for Proposals process which was posted on the District Website. Ralph G. Moore & Associates is in good standing with the State of Illinois.

Estimated Fiscal Impact: Not to exceed \$87,500.00 Account: Other Professional Services/019900-620096
Contract Period: Twelve (12 Months)

Commissioner Goslin, seconded by Commissioner Sims, moved that the Proposed Contract be approved and adopted as amended. **The motion carried unanimously.**

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**PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT
PUBLIC BUILDING COMMISSION OF CHICAGO**

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the District, upon satisfactory review by the District’s legal department, to amend an intergovernmental agreement between Forest Preserve District of Cook County (the “District”) and the Public Building Commission of Chicago (hereafter the “PBC”) to expand the scope of services to be provided by the PBC and the associated budget for those services.

In March and May, 2012, the Forest Preserve District of Cook County (the “District”) Board approved and amended an IGA between the District and the PBC to authorize the PBC to provide professional services to assess the condition of roughly 166 buildings owned by the District and develop a Preventive Maintenance Plan and asset management database for the same. The District now seeks to expand the scope of work to provide additional consulting services, increase the maximum budget and contract period authorized previously.

Board approved amount as amended on May 2, 2012:	\$400,000.00
Increase requested:	<u>\$ 89,000.00</u>
Adjusted amount:	\$489,000.00

Reason: In June, 2012, the District approved issuance of over \$100 million in General Obligation bonds for the purpose of funding capital improvements in the District. The preliminary list of capital improvements includes an estimated \$62 million in projects that will require

architectural and engineering design services, project management/owner's representation services and construction contractors. The District wishes to create pre-qualified pools of consultants and retain others with specific expertise to expedite the completion of projects by June 2015, as required under the bond terms. The PBC has expertise in the procurement of design, program management and construction services and is familiar with the District's buildings through the on-going assessment work.

The proposed amendment to the IGA, which has not been finalized by the parties, provides for authorization for the PBC to provide assistance to the District in providing the following additional services:

1. Preparation of RFQ and RFP documents for Project Management/Owner's Representative Services;
2. Review of RFQ documents for A/E Design Services and Construction Services;
3. Participation in the RFQ and RFP evaluation of responses and the selection process to create pre-qualified pools of A/E and Construction firms, and select Project Management/Owner's Representative firms;
4. Review of master agreement and contract documents for all design, construction and project management/owner's representative firms; and
5. Environmental consulting services that would include drafting specifications for environmental inspections, review of responses and review of reports as needed.
6. Contract Period would be extended to December 31, 2013.

Estimated Fiscal Impact: \$89,000.00. (015200-620150 Watchman Facilities Contractual Services and 090200-670061 and 091000-670061 Capital Improvement Fund /Districts Accounts)

Districtwide

Commissioner Gorman, seconded by Commissioner Garcia, moved that the Proposed Land Acquisition be approved and adopted as amended. **The motion carried unanimously.**

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PROPOSED LAND ACQUISITION ORLAND GRASSLAND SOUTH

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

The Forest Preserve District ("District") has identified a parcel of land for acquisition that would add to the District's current holdings near the Orland Grassland. The parcel, commonly known as 17901 South 104th Avenue, consists of approximately 161.58 ± acres, located in Unincorporated Cook County, Illinois (see Exhibit A for details). The property is adjacent to the Orland Grassland.

Through negotiations, the landowner, the Sharon V. Kopman Trust (the "Seller"), has agreed to sell the subject property to the District for the sum of EIGHT MILLION DOLLARS AND

00/100 (\$8,000,000.00). The purchase price is based upon two M.A.I. certified appraisals obtained by the District and is subject to the District's satisfactory completion of its due diligence.

Permission is now sought, upon satisfactory completion of all due diligence and negotiation of any and all required documentation as determined by the District's legal department, to remit a check in the amount of the Purchase Price to the Seller as full compensation for the acquisition of said property.

The District's Chief Financial Officer has reviewed this request and acknowledges that funds for the acquisition are available in the 2012 General Obligation Bond Project Funds, Account Number 680010.

EXHIBIT A

OWNER OF RECORD: Sharon V. Kopman Trust

AMOUNT: \$8,000,000

ACREAGE: 161.58. + acres

SQUARE FOOTAGE: 7,052,967 ± square feet

PIN: 27-33-300-001

LEGAL: The Southwest Quarter of Section 33, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

District 17

Commissioner Goslin, seconded by Commissioner Sims, moved that the Proposed Contract Addendum be approved and adopted. **The motion carried unanimously.**

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CONTRACT ADDENDUM INCREASE AND EXTENSION REQUEST FOR THATCHER WOODS PAVILION RENOVATION

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County to increase by \$150,022.23 and extend the contract from July 1, 2012 to December 15, 2013, Contract # 10-80-62B with Reliable & Associates Construction Company, Chicago, Illinois for Thatcher Woods Pavilion Renovation Project.

Board approved amount: November 23, 2011	\$924,886.00
Increase requested:	<u>\$150,022.23</u>
Adjusted amount:	\$1,074,908.23

Reason: Additional work is needed to address conditions that were not known during the time of plan preparation and bidding such as the discovery of additional retaining walls and failure of stone stair materials after removal, provide for additional program needs such as additional outdoor lighting, and comply with regulatory requirements that resulted from fire department and building department inspections during construction. The adjusted contract amount is still lower than the next lowest bid received at the time of the original contract award. Additional time may also be needed to resolve security issues including selection of cameras and telephone service.

Estimated Fiscal Impact: \$150,022.23. Contract Extension: July 1, 2012 to December 15, 2013. Accounts: Construction and Development Fun/588000-670061 and Capital Improvement Fund/091000-6700061 and 090200-670061.

Commissioner Goslin, seconded by Commissioner Sims, moved that the Proposed Contract Addendum be approved and adopted. **The motion carried unanimously.**

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CONTRACT ADDENDUM EXTEND REQUEST FOR EGGERS GROVE COMFORT STATION AND DAN RYAN WOODS PAVILION RENOVATION

Transmitting a Communication dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

requesting authorization for the Forest Preserve District of Cook County to extend the contracts from September 1, 2012 to April 30, 2013, Contract Number 10-80-62A with Gateway Joint Venture LP, Chicago Illinois and Contract Number 10-80-62C for Dan Ryan Woods Pavilion Renovation with Path Construction Company, Arlington Heights, Illinois.

Reason: Construction work is substantially completed on this building. However, additional time is required for AT&T to install data and telephone service to the building and for the District to select a comprehensive security system.

Estimated Fiscal Impact: None. Contract period: September 1, 2012 to April 30, 2013.

Commissioner Gorman, seconded by Commissioner Steele, moved that the communication be received and filed. **The motion carried unanimously.**

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UPCOMING CALENDAR OF EVENTS FOR SEPTEMBER

Transmitting a Communication, dated September 11, 2012 from

ARNOLD L. RANDALL, General Superintendent

September 8 & 9

9/8-10:00 am to 5:00 pm

9/9-10:00 am to 4:00 pm

A River Thru History: The Des Plaines Valley Rendezvous

Columbia Woods, Willow Springs, IL

In partnership with the I & M Canal National Heritage Corridor Civic Center Authority. Step back 200 years into America's past with food, music, craft demonstrations, canoe races, games and more.

Admission \$5-8, with family passes available; access ONLY by free shuttle bus. Visit www.aRiverThruHistory.com for more information.

This is an annual event.

September 12

10:00 am

Chicago Botanic Garden - Ribbon Cutting: Rodeo Farm

2635 South Rockwell Avenue, Chicago

Ribbon cutting and announcement ceremony at the Garden's newest urban agriculture/job training site, the "Rodeo Farm," in Chicago.

September 12

11:00 am

Windy City Open House and Luncheon

Arturo Velasquez Institute, 2800 South Western, Chicago

Windy City Harvest is a one-of-a-kind certificate program in sustainable horticulture, urban agriculture and job training jointly operated by the Garden and Daley College, a City College of Chicago.

September 14, 15 & 16

IL

9/14 10:00 am to 1:00 pm

9/14 7:00 pm

9/15 11:00 am to 9:00 pm

9/16 10:00 am to 5:00 pm

59th Annual Traditional Pow Wow

Busse Woods South, Higgins Ave. & Route 53, Elk Grove Village,

Free Education Day

Free Film in the Forest: Smoke Signals

FPDCC brings this annual Chicago-area celebration back to the outdoors.

Experience Native American dance, drumming, food, art wares and fun. Competitors of traditional native dance come from all over the country to perform. Suggest donation is \$8 Adults; \$4 12 & under; 55+ and active military Three day and group passes are also available For more information go to <http://aic-chicago.org/>.

September 15

8:00 am to 2:00 pm

Fishin' Buddies Fishing Derby

Wampum Lake, 90/94 & Thornton Lansing Road, Lansing, IL

Fishing Derby in partnership with Fishin' Buddies.

September 15

7:00 am

Fall Migration Bird Walk

Chicago Botanic Garden

Enjoy a morning exploring the fall migrants that commonly frequent the various habitats found within the Garden.

September 15 & 16

10:00 am to 4:00 pm

Fiesta Para Todos: A Party for All

Brookfield Zoo

Honor Hispanic Heritage Month with culture, dance, and music featuring Angel y Khriz, with guest Migz on Sunday. Additionally, the zoo will highlight some of its animals native to Latin America, Central and South America, Mexico, and the Caribbean. Enjoy the Fisher-Price™ super size play area featuring a Power Wheels™ driving track and the latest toys during the celebration. Also, meet Dora the Explorer on Sunday, September 16th.

September 22

10:00 am to 3:00 pm

Archaeology Days at Sand Ridge Nature Center's 50th Anniversary/Cabin Renovation Ribbon Cutting

Sand Ridge Nature Center, 15821 Paxton Ave., South Holland, IL

Come for a day of activities that promote a better understanding and appreciation of historic Native American culture. Local archaeologists will chat with you while they display extensive collections. Enjoy storytelling, games, guided hikes, traditional craft making, and more. Celebrate Sand Ridge's 50th Anniversary and the official opening of the newly renovated historic cabins.

September 23

10:00 am to 4:30 pm

Art in Nature

Crabtree Nature Center, Palatine Rd. one mile west of Barrington Rd., Barrington, IL

In partnership with the Barrington Cultural Arts Center, a Plein Air Competition and Exhibit. Participate as an artist and paint natural scenes outdoors or come see artists at work and participate in a variety of hands on arts projects and view the final exhibit. Activities take place throughout the day. <http://www.barringtonculturalartscenter.org/files/CrabtreeCallforArtists2012.pdf> for more information or to sign up to paint.

September 23

7:00 am

Zoo Run Run for the Conservation Fund

Brookfield Zoo

Check-in begins at 7:00 am.; First race (5K Chip-timed) starts at 8:30 am

Join us at Zoo Run Run and raise funds to support saving these

incredible animals and their natural environments. And bring your family and friends with to cheer you on...at NO ADDITIONAL CHARGE. **For free admission, guests must arrive with runner and may not exit/return.*

September 29

12:00 pm to 3:00 pm

Hike & Seek

Bemis Woods, Ogden & Wolf Rds., Westchester, IL

Explore trails and nature with fun activities, learning stations and a scavenger hunt. Hosted by the National Wildlife Federation, this is one of 6 events around the country that helps raise funds so the NWF can continue its important work of conservation and ecology. Visit www.hikeandseek.org for more information.

NEW ITEMS

PRESIDENT

Commissioner Suffredin, seconded by Commissioner Silvestri, moved that New Appointment be referred to the Committee on the Legislation and Intergovernmental Relations (Comm. No. 12LEGI10001). **The motion carried unanimously.**

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NEW APPOINTMENT

Transmitting a Communication dated September 11, 2012 from

TONI PRECKWINKLE, President, Forest Preserve District of Cook County Board of Commissioners

I hereby reappoint Arnold L. Randall, General Superintendent of the District, to the Board of Commissioners of the Public Building Commission of Chicago for a term beginning October 1, 2012 and ending September 30, 2017.

I submit this communication for your approval.

Commissioner Goslin, seconded by Commissioner Silvestri, moved that the Proposed Resolution be deferred to the October 3, 2012 Board Meeting. **The motion carried unanimously.**

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PROPOSED RESOLUTION

Submitting a Proposed Resolution sponsored by

TONI PRECKWINKLE, President, and WILLIAM M. BEAVERS, JERRY BUTLER, EARLEAN COLLINS, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER, JESUS G. GARCIA, ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, JOAN PATRICIA MURPHY, EDWIN REYES, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE, LARRY SUFFREDIN AND JEFFREY R. TOBOLSKI, Forest Preserve District of Cook County Board of Commissioners

**COMMEMORATING THE 11th ANNIVERSARY OF THE
SEPTEMBER 11, 2001 ATTACK ON THE UNITED STATES**

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001; and

WHEREAS, tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, government officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2012, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 11 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 11 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 11th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111-13; 123 Stat. 1460); and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States.

NOW, THEREFORE, BE IT RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks.

BE IT FURTHER RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives.

BE IT FURTHER RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States.

BE IT FURTHER RESOLVED, that the Forest Preserve District of Cook County Board of Commissioners reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States.

Commissioner Goslin, seconded by Commissioner Silvestri, moved to adjourn. The motion carried and the meeting was adjourned.